



**CITY COUNCIL
MEETING AGENDA**

**April 1, 2025
6:00 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm 2nd Floor Conference Room

- a. 2025 Personnel Policy Manual

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

- a. Fair Housing Proclamation
- b. Week of the Young Child Proclamation
- c. Appointment of Deborah Patterson to the Parks and Recreation Commission - **ACTION ITEM**

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – March 18, 2025, City Council Meeting
- b. Accounts Payable 3.19.25 - 4.2.25
- c. Trailer Park Wave Maintenance Services Agreement With Avista Utilities
- d. Parks Division Items for Surplus

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- a. Steckman Annexation File No. ANNX-24-09
- b. Elfer's Annexation File No. ANNX-24-10

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

- a. Spokane Street Rehabilitation – Contract Amendment with Welch Comer Engineers for the Spokane Street and Poleline Avenue Roundabout

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

- a. Area of Impact

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

ACTION ITEMS:

- a. 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

RETURN TO REGULAR SESSION

9. UNFINISHED BUSINESS

ACTION ITEMS:

- a. Settlement Authorization City V. GVD Partners and Redtail Construction Litigation

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel

(<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT**
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 4/1/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director, Field Herrington, City Attorney

SUBJECT: 2025 Personnel Policy Manual

ITEM AND RECOMMENDED ACTION:

Staff requests Council review and discussion of the draft 2025 Personnel Policy Manual. No action is requested at this time. Feedback provided during this workshop will be used to finalize the document prior to returning for formal adoption at a future meeting.

DISCUSSION:

The draft 2025 Personnel Policy Manual reflects a comprehensive update to the City's existing personnel policies, with the goals of improving clarity, ensuring legal compliance, and supporting consistent administration. Major changes include:

- **Policy Reorganization:** Consolidated into ten logically structured chapters to improve readability and usability.
- **Legal and Regulatory Updates:** New policies on pregnancy accommodations, nursing mother breaks, and AI tool usage.
- **Conduct Standards:** A new Workplace and Employee Conduct section replaces multiple separate policies, centralizing expectations for ethics, professionalism, and accountability.
- **Compensation & Pay Structure Clarifications:** Clearer distinctions between merit increases and COLA, along with requirements for Council approval on salary range adjustments.
- **Workforce Efficiency:** Revised telecommuting, attendance, and overtime policies, along with timekeeping and benefit prorating rules.
- **Governance Alignment:** The introductory section explicitly connects policy goals to fiscal responsibility, legal compliance, and service to the public.

Staff is seeking Council feedback on the organization, clarity, and policy direction contained in the draft. Comments will be used to make any needed revisions before presenting the manual for formal adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Various personnel policy revisions were adopted by resolution throughout 2023 and 2024 and have been incorporated into the draft 2025 manual. This is the first review of the newly organized and consolidated policy.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No direct fiscal impact from review. Adoption of the final policy may influence future administrative and

compensation practices within approved budget limits.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.03.24 Personnel Policy Workshop
2. 2025.03.24 Personnel Policy

2025 Personnel Policy Update

Field Herrington

March 25, 2025

Purpose of the Overhaul

- Consolidate multiple adopted policies into one document
- Modernize and clarify policy language
- Enhance legal compliance and administrative efficiency
- Promote transparency, consistency, and accountability

Major Changes

Reorganized Structure: 2025's policy is restructured into ten sections with clearer headings, making it easier to reference and ensuring all related rules (e.g. all forms of leave, or all conduct rules) are found together. This improved layout aids understanding and compliance, which in turn improves efficiency in administration.

Major Changes

Enhanced Legal Compliance: New explicit policies (Pregnancy accommodation, Nursing mothers, Voting leave, Religious accommodation, Infectious disease control, AI usage, and No-recording rule) were added to comply with evolving laws and workplace norms. These changes help preempt lawsuits and liabilities by clarifying the City's obligations and employees' rights. They exemplify *risk management*, a fiscally responsible approach: it's far cheaper to prevent a legal issue than to litigate one.

Major Changes

Consolidation of Conduct Policies: Brings together ethics, conflicts, gift restrictions, and more into one place. This streamlines the rules (making them easier to enforce uniformly) and also sends a strong message of accountability. Employees are on clear notice of expectations, which protects the City's reputation and finances (through fewer disciplinary issues).

Major Changes

Employment Standard: The City's **for-cause employment** policy (post-probation) remains in effect. This means competent employees have job stability, but those who engage in misconduct or whose performance falters can be removed for cause following due process. This approach reflects a commitment to fairness and morale – which can save money long-term by reducing turnover and preventing frivolous termination disputes. At the same time, it's paired with strong disciplinary policies, so it does **not** equate to tenure – it simply ensures that when terminations happen, they are justified and documented.

Major Changes

Adaptability and Proactivity: Many of the updates show that the City is anticipating future challenges and addressing them upfront. This proactive approach is a hallmark of responsible governance. It means fewer surprises and a well-prepared organization. For example, adopting an AI policy early ensures employees use new technology to help, not hinder, the City. These policies **protect the City's future** and demonstrate innovative yet careful management.

Major Changes

Workplace Efficiency and Discipline: The emphasis on regular attendance, proper use of work time, and a distraction-free workplace all contribute to a more efficient government workforce. By explicitly banning personal solicitation during work hours and limiting personal device use, the policy helps ensure employees are focused on serving the public when on the clock. This is an effort to maximize productive work time and minimize activities that don't serve constituents – essentially, **getting the most value out of each employee's paid hours**. Similarly, clarifying that City email and internet are primarily for work sends the message that work resources are not to be misused – guarding against time theft or inappropriate activities.

Efficiencies & Risk Reduction

- Unified record-keeping and disciplinary standards
- Single document simplifies onboarding and compliance
- Telecommuting policy restrictions limit legal exposure

Efficiencies & Risk Reduction

- Promotes government integrity through political neutrality
- Supports values of accountability and frugality
- Enables responsive service with clear, consolidated rules
- Reduces legal liability by standardizing key compliance areas

Closing Thoughts

- The update reflects input from departments and independent legal review
- Simplifies internal guidance for supervisors and HR
- Supports a consistent, defensible, and professional city workforce



Personnel Policy

Version 2025.1

Approved by Post Falls City Council

Date: _____

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INTRODUCTION

Welcome to the City of Post Falls (the “City”). This policy aims to inform City employees of the many benefits of working at the City, explain the City’s expectations and regulations, as well as employee rights and responsibilities, and ensure uniform application throughout City departments. The Personnel Policy is not all-inclusive but addresses the topics most likely to be encountered in the City’s day-to-day operations.

CITY ORGANIZATION

The City of Post Falls operates under the Mayor/Council form of government. The Mayor appoints the City Administrator with confirmation of the Council. The City Administrator is subject to direction from the Mayor and is responsible for the management and supervision of the City departments. The Mayor appoints Department Heads, with confirmation by the Council, and they are responsible for the efficient management and operation of their respective departments¹.

It is the purpose and goal of the City Council, Mayor, City Administrator, Department Heads, Managers, Supervisors, and employees to provide state-of-the-art services through best practices and to respond to the needs of the public through programs and practices that:

- Serve the public interest;
- Exercise fiscal responsibility;
- Protect the City and City interests;
- Support departments in the achievement of goals and objectives; and
- Strive for lawful treatment of employees according to federal laws, state codes, local ordinances, and the City’s policies and procedures.

Mission: Building Community

Vision: Creating a Welcoming, Sustainable, and Dynamic Community.

DISCLAIMER

This Personnel Policy is not intended to supersede City ordinances or other applicable state and federal laws and regulations. In case of any conflict between the policies and procedures in this Personnel Policy and such ordinances or laws, the latter shall prevail.

Due to legal and safety concerns related to law enforcement, the City of Post Falls Police Department personnel are governed by policies and procedures adopted to address the legal and public safety concerns applicable to law enforcement. In cases where there is a conflict between the law enforcement policies and procedures and this Personnel Policy, the Police Department’s public safety policies and procedures will prevail. The Post Falls Police Department will work with Human Resources to resolve potential policy conflicts before their adoption.

¹ See [PFMC 2.08.010](#).

1. GENERAL MANAGEMENT PRACTICES AND EMPLOYMENT POLICIES

Equal Opportunity Policy Statement.

The City is committed to equal employment opportunities and compliance with federal and state anti-discrimination laws. All aspects of employment will be based on merit, qualifications, and abilities. The City does not discriminate based on Protected Category. Reasonable accommodations will be provided to qualified individuals with known disabilities, limitations relating to pregnancy, childbirth, related medical conditions, or religious needs. Employees can raise concerns without fear of reprisal, and any unlawful discrimination, harassment, or retaliation will result in disciplinary action, up to and including termination.

Policy Against Harassment, Discrimination, and Retaliation.

Objective: The City strives to create and maintain a work environment where people are treated with dignity, decency, and respect. The environment of the City should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe atmosphere. The accomplishment of this goal is essential to our mission. Therefore, the City will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by educating employees, the City will seek to prevent, correct, and discipline behavior that violates this policy.

All new hires are required to participate in mandatory training provided by Human Resources and must sign an acknowledgment confirming they have received, reviewed, and understood the policy. Employee acknowledgment confirms understanding of the policy, commitment to compliance, and awareness of the disciplinary consequences associated with any violations.

Employees must comply with this policy regardless of position to prevent prohibited conduct. Violations will result in appropriate disciplinary action, including, but not limited to, verbal or written reprimand, suspension, or termination, based on the offense's seriousness, pervasiveness, and the employee's disciplinary history.

Prohibited Conduct Under This Policy: The City, in compliance with all applicable federal, state, and local anti-discrimination and harassment laws and regulations, enforces this policy under the following definitions and guidelines:

A. Discrimination.

It is a violation of the City's policy to discriminate in the provision of employment opportunities, benefits, or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, due to a Protected Category.

Discrimination of this kind also may be strictly prohibited by various federal, state, and local laws, including the Idaho Human Rights Act. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination violating this policy will be subject to disciplinary measures, up to and including termination.

B. Harassment.

The City prohibits illegal harassment of any kind, including sexual harassment, and will take

appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any unwanted verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual due to a Protected Category and that a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

The following illustrations of harassment are intended to be examples of the type of conduct prohibited by this policy. They are not exclusive when determining whether there has been a violation of this policy:

- Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises, that is circulated in the workplace via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites, or other means, or that is created on the City's time or using City equipment.
- Verbal harassment can include offensive or unwelcome comments regarding a person's Protected Category.

Nonverbal harassment can include distributing, displaying, or discussing any written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility, aversion, or disrespect toward an individual or group because of a Protected Category.

C. Sexual Harassment.

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under the City's anti-harassment policy. Consistent with the Equal Employment Opportunity Commission ("EEOC"), sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions, such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment, or such conduct interferes unreasonably with an individual's work performance.

Sexual harassment can take the following forms:

- "Quid pro quo" harassment. Quid pro quo harassment is where submission to harassment is used as the basis for employment decisions. Quid pro quo harassment includes situations where employment benefits, such as raises, promotions, or better working hours, are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. To illustrate, a supervisor promising an employee a raise if they go on a date with them and a manager telling an employee they will fire them if they do not have sex with them are both examples of quid pro quo harassment.
- "Hostile work environment" harassment. Hostile work environment harassment is where the harassment creates an offensive and unpleasant working environment. Anyone in the work environment can create a hostile work environment, including supervisors, other employees, or customers. Hostile work environment harassment consists of verbal conduct of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, cartoons, or posters of

a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Are made explicitly or implicitly a term or condition of employment;
- Are used as a basis for an employment decision; or
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

Sexual harassment may take different forms and can range from subtle to not-so-subtle behaviors and may involve individuals of the same or different gender. The following illustrations of sexual harassment are intended to be examples. They are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment can include sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, or threats of a sexual or lewd nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; requests for any sexual favor, repeated and unwelcome requests for dates; and verbal abuse of a sexual nature.
- Nonverbal sexual harassment can include the distribution, display, or discussion in the workplace of any written or graphic material, including calendars, posters, or cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or obscene sounds, comments, or gestures; leering; staring; whistling; sexual content in letters, notes, facsimiles, e-mails, photos, text messages, tweets, and Internet postings; or other forms of communication that are sexual in nature that are displayed or distributed in the workplace or that are created on City time or using City equipment.
- Physical sexual harassment includes unwelcome or unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, or forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, and noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered harassment.

D. Retaliation.

No hardship, loss, or penalty may be imposed on an employee based on the employee asserting a benefit conferred upon the employee by this Personnel Policy or by law or reporting a violation of this Personnel Policy or law. This includes, but is not limited to, a hardship, loss, or penalty imposed based on the employee:

- Filing or responding to a bona fide complaint of discrimination, harassment, or any other type of unlawful conduct or conduct that violates this Personnel Policy;
- Participating as a witness or otherwise in the investigation of a complaint;
- Serving as an investigator of a complaint; or
- Reporting fraud, unethical or unprofessional conduct, non-compliance with policies or procedures, violations of local, state, or federal laws or regulations, or other illegal or improper practices or policies.

Retaliation or attempted retaliation in response to lodging a complaint pursuant to this Personnel Policy or invoking the Personnel Policy's complaint process violates this policy. Any person found

to have violated this aspect of the Personnel Policy will be subject to sanctions, up to and including termination of employment.

Reasonable Accommodation of Disabilities and Pregnant Workers.

A. Americans with Disabilities Act (ADA).

The Americans with Disabilities Act (“ADA”) and the Idaho Human Rights Act prohibit employers from discriminating against applicants and individuals with disabilities. When needed, employers must provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

The City’s policy is to comply with all applicable federal and state laws concerning the employment of persons with disabilities. Furthermore, the City’s policy is not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, or privileges of employment.

To ensure equal employment opportunities for qualified individuals with a disability, the City will make reasonable accommodations for the known disability of an otherwise qualified employee so that they can perform the essential functions of their job unless undue hardship on the operation of the City would result. An example of undue hardship includes where the accommodation causes a direct threat to the employee or others in the workplace, and the threat cannot be eliminated by reasonable accommodation. Employees requiring a reasonable accommodation should contact the City’s Human Resources Department.

Interactive Process: When requesting the accommodation mentioned above, the employee should specify what accommodation(s) they need to perform the job. The City may require additional information from the employee, their healthcare provider(s), or the City’s own healthcare advisors to determine the appropriate action to take. Throughout the process, the City will use a problem-solving approach to identify and implement an accommodation that is most appropriate for the situation, if available.

During the interactive process, the City may implement temporary modifications. Please remember that a temporary modification may involve eliminating or modifying an essential function of the employee’s job. However, the City may determine that such elimination or modification cannot be permanent. As a result, the employee must remember that all temporary modifications are temporary and instituted for the employee’s benefit while the interactive process is completed.

At the end of this interactive and information-gathering process, the City may adopt the requested accommodation or another reasonable accommodation or determine that a reasonable accommodation does not exist. Please remain aware that the City may also propose and implement an alternative accommodation(s). If the requested and alternative accommodations are reasonable and will not impose an undue hardship, the law allows the City to implement the accommodation of its choice. The City reserves the right to implement the accommodation of its choice in this circumstance.

The City generally attempts to make reasonable job modifications/accommodations for employees, regardless of whether they are “disabled” under the law. Thus, the City’s engagement in what looks like an interactive process and/or the provision or offer of accommodation or

modified duty (including any conduct under this policy or the City's return to work and workers' compensation policies) does not indicate that the City regards the employee as "disabled."

Reporting: Any employee who believes they have been subjected to any form of prohibited conduct in violation of this policy, or any employee who is aware of an incident or conduct in violation of this policy, is directed to please follow the complaint procedure outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

No Retaliation: The City also prohibits retaliation against any employee for exercising any rights or benefits pursuant to this Personnel Policy. Please report any retaliation as set forth in the complaint procedure found in the City's Policy Against Harassment, Discrimination, and Retaliation.

B. Reasonable Accommodation of Pregnant Workers.

The Pregnant Workers Fairness Act ("PWFA") requires employers to provide reasonable accommodations to applicants and employees with known limitations related to pregnancy, childbirth, or related medical conditions unless the accommodation will cause the employer undue hardship. An example of undue hardship includes where the accommodation causes a direct threat to the employee or others in the workplace, and the threat cannot be eliminated by reasonable accommodation.

The City's policy is to comply with all applicable federal and state laws concerning the employment of persons with known limitations related to pregnancy, childbirth, or related medical conditions. Employees requiring a reasonable accommodation should contact the City's Human Resources Department. The City will determine reasonable accommodations under the PWFA through an interactive process.

Interactive Process: When requesting the accommodation mentioned above, the employee should specify what accommodation(s) they need to perform the job. The City may require additional information from the employee, the employee's healthcare provider(s), and/or the City's own healthcare advisors to determine the appropriate action to take. Throughout the process, the City will use a problem-solving approach to identify and implement an accommodation that is most appropriate for the situation, if one is available.

The City may implement temporary modifications. Please remember that a temporary modification may involve eliminating or modifying an essential function of the employee's job. However, the City may determine that such elimination or modification cannot be permanent. As a result, the employee must remember that all temporary modifications are merely temporary and instituted for the employee's benefit.

At the end of this interactive and information-gathering process, the City may adopt the requested accommodation or another reasonable accommodation or determine that a reasonable accommodation does not exist. Please remain aware that the City may also propose and implement an alternative accommodation(s). If the requested and alternative accommodations are reasonable and will not impose an undue hardship, the law allows the City to implement the accommodation of its choice. The City reserves the right to implement the accommodation of its choice in this circumstance.

The City generally attempts to make reasonable job modifications/accommodations for employees, including under the PWFA, regardless of whether they have a disability under the ADA. Thus, the City's engagement in what looks like an interactive process and/or the provision

or offer of accommodation or modified duty (including any conduct under this policy or the City's return to work and workers' compensation policies) does not indicate that the City regards the employee as "disabled."

Reporting: If you believe you have been subjected to any form of prohibited conduct in violation of this policy, or if you are aware of an incident or conduct in violation of this policy, please follow the complaint procedure outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

No Retaliation: The City expressly prohibits retaliation against any employee for exercising any rights or benefits under this Personnel Policy. Please report any retaliation as outlined in the complaint procedure in the City's Policy Against Harassment, Discrimination, and Retaliation.

DRAFT

2. EMPLOYMENT CLASSIFICATION & RECORDS

Employee Classification and Employment Status.

A. Nature of Employment.

Employment at the City of Post Falls is based on a for-cause standard following the completion of a probationary period. Once an employee has completed the required probationary period following initial employment, promotion, or transfer, they shall have an expectation of continued employment, subject to satisfactory job performance and adherence to City policies. However, changes in budget appropriations or fiscal management strategies, reductions in force, or reorganization of work can result in termination or reassignment. Such policy choices implemented by the City Council can occur without providing an opportunity for a hearing for affected employees. Termination may occur for disciplinary or performance reasons, following the due process outlined in this policy.

Nothing in this employee Personnel Policy creates, or is intended to create, an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period.

B. Appointed Officers.

The city administrator, city clerk, deputy city administrator, finance director, city attorney, chief of police, public works director, human resources director, community development director, IT director, and parks and recreation director are appointed pursuant to Post Falls Municipal Code 2.08.010 and Idaho Code § 50-204 and may only be removed pursuant to Idaho Code § 50-206.

Appointed Officers are governed by employment contracts that may have specific provisions that exclude or supersede certain aspects of the personnel policy. Such provisions are outlined within those contracts and apply only to the terms explicitly addressed. All other general personnel policies are still applicable unless otherwise specified.

C. Employee Classification for Benefit Purposes.

The classification of an employee's position with the City may affect the status of obligations or benefits associated with their employment. The City classifies its employees as shown below to determine eligibility for benefits and overtime status and ensure compliance with federal and state laws and regulations. The City may review or change employee classifications at any time.

- **Exempt:** Exempt employees are paid on a salaried basis and are not eligible for overtime pay. Their positions' duties meet a qualifying exemption under the Fair Labor Standards Act ("FLSA") and related laws. Employees classified as exempt from overtime pay requirements will be notified of this classification at the time of hire or change in position.
- **Non-exempt:** Non-exempt employees are generally paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked in a workweek.

Employee wages, benefits, and duties are determined by their job classification and description.

The City Council sets compensation (kinds and levels) and benefits through the annual budget. Merit and cost-of-living adjustments (COLA) increases apply to all employees' wages, regardless of benefits eligibility, except as otherwise provided. The primary categories of employment are:

- **Regular Full-Time Employee:** Works at least 30 hours per week and is eligible for benefits after the waiting period. The waiting period for benefits begins on the employment start date and ends on the 1st of the month following 30 full days of employment, at which point benefits start.
- **Regular Part-Time Employee:** Works more than 20 but less than 30 hours per week. Eligible for pro-rated benefits after a waiting period. The waiting period for benefits begins on the employment start date and ends on the 1st of the month following 30 full days of employment, at which point benefits start. The pro-ration of benefits for part-time employees is calculated according to the guidelines in *Chapter 6: Benefit Prorating Policy for Part-Time Employees*.
- **Temporary Part-Time Employee:** Works 20 hours per week for less than five consecutive months. Not eligible for benefits, PERSI, or health coverage.
- **Casual Employees:** Includes positions working less than 20 hours per week and lasting longer than eight months per year, such as groundskeepers. These employees do not qualify for benefits, PERSI, or health coverage.
- **Seasonal Employees:** Includes positions lasting no more than eight months per year, such as snow removal staff and lifeguards. These employees do not qualify for merit increases, benefits, PERSI, or health coverage.

Employee Records.

A. Personnel Files.

The City will keep the official personnel files in the Human Resources Department. Personnel files should contain records related to employee performance, status, and other relevant materials related to the employee's service with the City. The employee's supervisor(s), Elected Officials, and the employee themselves may contribute materials to the personnel files deemed relevant to their performance.

B. Access to Personnel Files.

Employee personnel files are considered confidential. Only the Mayor, the employee's supervisor(s), City administration, attorneys for the City, Human Resources personnel, and the employee or their authorized representative are authorized to view materials in a personnel file. Access to such files by others will be allowed only when authorized after consultation with legal counsel for the City.

Information regarding personnel matters will only be provided to outside parties with a release from the employee when deemed necessary by the City's legal counsel or pursuant to a Court order or a proper subpoena.

The City reserves the right to disclose the contents of personnel files to outside state or federal agencies, its insurance carrier, or its carrier's agents for risk management purposes or when necessary to defend itself against allegations of unlawful conduct.

Copies of materials in an employee's personnel file are available to that employee without charge, subject to exceptions provided by statutes.

The City may disclose current and former employees' public service or employment history, classification, pay grade and step, longevity, gross salary, and salary history, including bonuses, severance packages, other compensation, or vouchered and unvouchered expenses for which reimbursement was paid, status, workplace, and employing agency, pursuant to the Idaho Public Records Act.

C. Change in Employee Information.

Employees must advise the Human Resources Department as soon as possible of any change in name, address, telephone number, marital status, number of exemptions for tax withholding purposes, or other work-related personnel data.

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3. HIRING

General Hiring Policies.

The City strives to ensure that individuals employed by the City are well-qualified and have a strong potential to be productive and successful and to ensure that the City maintains a safe and productive work environment. Hiring and promotional decisions affecting applicants and current employees shall be based on their qualifications, perceived skills, knowledge, and abilities relevant to the vacant position.

Open positions are announced in a manner that is compliant with EEO regulations. Where it does not conflict with Idaho's Veteran's Preference laws, Title 65, Chapter 5, Idaho Code. Hiring preference may be given to qualified internal candidates. Internal promotion or transfer may be used to fill any vacancy within the City's workforce.

Employment Eligibility Verification.

The City is committed to employing only United States citizens or aliens legally authorized to work in the United States. The City does not illegally discriminate because of a person's citizenship or national origin. Every new employee at the City must complete an Employment Eligibility Verification Form (I-9) and provide acceptable documents demonstrating identity and employment eligibility as required by law. Employees terminating employment with the City and subsequently rehired must complete another I-9 Form if the previous I-9 with the City is more than three years old, if the original I-9 is no longer accurate, or if the City has destroyed the original I-9.

Veteran's Preference.

The City grants preference to U.S. Armed Services veterans and their eligible family members in hiring decisions as outlined by Idaho Code, Title 65, Chapter 5, ensuring that in cases of equal qualifications, veterans or their family members will be given priority. Additionally, under Idaho Code §65-508 and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §4301, et seq., qualified veterans returning from military leave are reinstated to their previous positions with the same seniority, status, and pay. These individuals are also protected from dismissal without cause for one year after their return to employment with the City.

Nepotism – Hiring or Supervision of Relative.

The City strictly adheres to Idaho Code provisions to prevent conflicts of interest in employment decisions. Specifically, no person related by blood or marriage within the second degree to the Mayor, a City Council member, or any public servant involved in the hiring process can be appointed to a compensated position. Violations of these rules, found in I.C. Title 74, Chapter 4 and I.C. §18-1359, may render any such employment void. Additionally, if a relative of an existing employee is elected, that employee may retain their position and receive pay increases as permitted under Idaho Code § 18-1359(5), ensuring compliance with state laws regarding nepotism and employment. This policy references the City's Relationship Policy, which outlines the procedures and guidelines to manage and mitigate potential conflicts of interest arising from personal relationships within the workplace. All employees and public servants are expected to comply with these provisions to maintain transparency and integrity in City employment practices.

Employment Background Checks.

To ensure that individuals who join the City are well-qualified and contribute to a safe and productive work environment, the City reserves the right to conduct pre-employment background checks on all applicants. Background checks may include verification of any information provided in an applicant's resume or application form.

Employment offers may be conditioned upon the receipt of a background check report that is acceptable to the City. All background checks are conducted in compliance with the Federal Fair Credit Reporting Act (FCRA) and applicable state and federal privacy and anti-discrimination laws. The City will conduct an individualized assessment of any findings, considering factors such as the nature and gravity of an offense, its relevance to the job, the time elapsed since the offense, and any evidence of rehabilitation or mitigating circumstances. Applicants will have the opportunity to provide an explanation or correct inaccuracies in their records before a final employment decision is made.

A criminal conviction does not automatically disqualify an applicant from employment. Additional background checks, such as a driving record or credit report, may be conducted for specific job categories where appropriate and job-related.

Background check results are strictly confidential and will only be reviewed by individuals directly involved in the hiring process. Depending on the results of the background check, the City may decide to extend, modify, revoke, or withhold an offer of employment.

Probationary Period.

All year-round employees hired to work 20 hours or more per week must complete a twelve (12) month probationary period upon initial employment or rehire with the City. During this time, employees are considered at-will and may be terminated at any time, with or without notice, for any reason except unlawful discrimination or harassment. Probationary employees do not have the expectation of continued employment provided to non-probationary employees.

Exceptions:

- **Seasonal, Casual, and Temporary Employees** remain at-will and may be terminated at any time, with or without cause.
- **Promoted or Transferred Employees** must serve a six (6) month evaluation period in the new role.

Extended Probation:

The probationary period may begin upon hire or upon completion of required training or certifications. Department Heads may extend probation to allow time for certification completion or as part of disciplinary measures. Sworn Police and Emergency Communications Officers begin their twelve (12) month probationary period once they are formally released from their respective training programs (FTO/CTO).

Appeals for Probationary Employees:

Unlawful discrimination is the only basis for an appeal of dismissal during the probationary period. Employees may submit a written appeal to the Human Resources Department, which will determine whether to conduct a hearing or act based on submitted materials in accordance with

Chapter 8 of this Policy.

Employee Selection, Evaluation, and Testing.

All applicants must complete a standard application form or apply online. Applicants for City positions may be tested to determine their competence or abilities to perform certain tasks. All screenings are conducted in strict conformity with the federal Fair Credit Reporting Act, the Americans with Disabilities Act, and all applicable state and federal anti-discrimination, reporting, and privacy laws. All reports are kept as confidential as possible.

The City relies upon the accuracy of information in the employment application, resume, interview, and throughout employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The Department Head and the Human Resource Department will coordinate the hiring process.

A. Medical Examinations.

For some positions, candidates might be required to undergo physical, psychological, or other medical examinations as a condition of employment. Such examinations are determined before recruitment begins and are only required after a conditional job offer has been made, ensuring that the criteria are job-related.

B. Interview Process.

The city conducts interviews to assess applicants' suitability. The scope of the questions during interviews should be consistent but may vary based on information from resumes or interview responses. The Human Resources Department is available to help in screening and interviewing candidates as needed.

C. Final Selection Decisions.

The hiring supervisor recommends candidates for selection or promotion to their Department Head, who confirms the job offer details with Human Resources. The successful candidate is then made an employment offer, informed of the start date, and scheduled for orientation. Employment terms outlined in the written offer, which are consistent with this policy, which may be altered at any time in the City's discretion unless governed by a written contract approved by the city council.

The City may extend a conditional employment offer to the successful candidate, contingent upon the completion of specific requirements such as background checks, drug testing, or other pre-employment screenings. The terms of the conditional offer will be clearly communicated to the candidate, and final employment will be confirmed only upon the successful completion of these requirements.

4. COMPENSATION AND SALARY

New Hires.

Regular full-time employees working 30-40 hours a week and regularly scheduled part-time employees may be hired at a wage that is either below or above the initial pay grade based on their experience or if they do not meet the job's minimum qualifications. The City may offer a higher starting wage than the minimum grade to attract highly qualified or experienced individuals. Such offers must be pre-approved by the Executive Compensation Committee. If there are deficiencies, such as lacking a Commercial Driver's License (CDL) or other required skills, the employment offer must document what is needed and the timeline to remedy these issues. Failure to meet these conditions may lead to termination or an extension of the probationary period.

All new full-time employees are subject to a **twelve-month probationary period**. Employees remain subject to at-will employment during this period, meaning either the City or the employee may end the employment relationship at any time, with or without cause, except in cases of unlawful discrimination or harassment.

At **six months**, employees will receive a formal performance evaluation. They will receive a 5% wage increase if they meet acceptable performance standards. However, they will remain in their probationary status until completing twelve months of continuous employment.

New hires become eligible for regular merit and cost of living adjustments **after successfully completing their twelve-month probationary period**. Police Department employees may have extended probationary periods due to longer training requirements.

Rehired Employees.

Employees rehired to their position with the City may have their previous service time considered for PTO accrual rates, ensuring continuity in their benefits. Please refer to the PTO policy in Chapter 6 for details on accrual levels, including eligibility for higher accrual rates when transitioning from seasonal to full-time status.

Returning full-time employees may be rehired at their former position, wage, and PTO accrual level at which they left if they are re-employed within 90 days. Returning seasonal employees may be eligible for annual increases, subject to budget availability. However, returning employees are not eligible for an probationary period completion increase unless they have taken a job at a promotional level.

Promotions.

The City prioritizes internal promotion, offering preferential consideration to internal candidates based on their experience, tenure, and capabilities relevant to the position. Veterans Preference is applied per the guidelines in Chapter 3, ensuring eligible veterans receive consideration as outlined in the policy. Supervisors interested in promoting an internal candidate must evaluate their current performance and obtain approval from both the Department Head and Human Resources Director before extending a promotional offer.

Employees who have not met performance standards or faced disciplinary actions within the past year are ineligible for promotion. However, minor violations or single writeups may still allow an employee to be considered for promotion under specific conditions. These conditions include:

1. **Nature of the Violation:** The violation must be minor in nature and not related to

ethics, safety, or harassment. Examples of minor violations include tardiness, minor procedural errors, or isolated instances of non-compliance with administrative policies.

2. **Corrective Action:** Following the write-up, the employee must have demonstrated corrective action and improved behavior. This includes no repeat offenses and a commitment to adhering to City policies and standards.
3. **Performance Evaluation:** The employee must have consistently met or exceeded performance standards in other areas of their job. The supervisor must provide a detailed evaluation highlighting the employee's strengths and improvements since the writeup.
4. **Approval Process:** The consideration for promotion despite a minor violation must be reviewed and approved by both the Department Head and Human Resources Director, with documented justification for the exemption.

Employees promoted to a role that significantly alters their responsibilities will receive an increase of 5% from their current pay or the starting salary of the new grade, whichever is higher. In unusual circumstances, the City may offer a higher adjustment with approval from the Executive Compensation Committee, in situations where an employee is promoted multiple pay grades, or in other circumstances where 5% does not fairly compensate the employee relative to the new position. Those promoted to a higher grade are eligible for a 5% pay increase after a six-month evaluation period.

A. Recruitment and Temporary or Mid-Year Promotions.

The Department Head responsible for filling an open position may recommend promoting a current employee who meets the necessary skills, aptitudes, and attitude requirements for the vacancy without seeking external applicants. Alternatively, the Department Head may choose to post the vacancy internally on the City's intranet or via email within their department.

For absences expected to last thirty (30) working days or more, a Department Head can, with City Administrator approval, temporarily promote another employee to fill the role on an "acting-temporary" basis. The duration of this temporary status may be extended by the City Administrator or a designated representative if necessary. Once the absent employee returns or a new hire fills the permanent position, the temporarily promoted employee will revert to their original role and pay scale.

Newly Created Positions.

When considering the creation of new positions or modifying the duties of existing ones, a detailed job description must be prepared and graded by the Human Resources Director prior to any further action. Any revisions to existing positions that affect their grade level need to be approved by the Executive Compensation Committee. The final decision on presenting new positions to the Council involves collaboration between the City Administrator and Department Heads to ensure alignment with organizational needs and budgetary constraints.

Level Progression.

Certain roles within the City are structured in multiple levels, such as Patrol Officer and Senior Patrol Officer, Park Worker and Senior Park Worker, and Water Operator and Senior Water Operator. Departments may develop distinct job descriptions for each level to clarify differences

in skills, experience, certifications, and responsibilities. These descriptions are submitted to HR for grading. The Executive Compensation Committee will review proposed progressions against the criteria below. Positions with minimal differentiation will be rejected by the Executive Compensation Committee. If the progression is approved, employees may be hired or promoted into the positions subject to the normal hiring and promotions processes and the requirements delineated in each job description.

City Employees can progress through level positions based on years of service, performance, and contributions in their current roles. At a minimum, the criteria within the job descriptions for each progression must include:

- Experience Requirements:
 - Progressive experience requirements for each level within a progression. Partial experience may be given for employment prior to employment with the City.
- Performance Standards:
 - No disciplinary actions more severe than a verbal warning within the last six months.
 - A recommendation from the employee's supervisor(s) and Department Head.
- Leadership and Mentorship:
 - Higher-level employees are expected to mentor and train less experienced colleagues and may act as leaders in their roles.
- Knowledge and Skills:
 - Higher level progressions must demonstrate significantly more advanced levels of knowledge and skills pertaining to the job.
- Departmental Standards:
 - Level progression must align with specific standards set by the individual's department.

Merit and COLA Increases.

Any Merit and Cost of Living Adjustments (COLA) approved by the City Council take effect at the start of the fiscal year on October 1; however, employees will see these adjustments reflected on their paychecks beginning with the second pay period of the fiscal year.

Overall performance is dependent on any merit increase that may be available in a particular year but is not directly commensurate with a particular score. Meeting or exceeding overall performance may be defined as consistently meeting or exceeding agreed upon personal or division goals, providing excellent customer service internally and externally and working cooperatively and collaboratively with co-workers and other departments to achieve City and/or departmental goals.

Merit increases are determined and approved annually by City Council based on recommendations by the City Administration and Department Heads, utilizing data from budget approvals, market conditions, and the PERSI Index. If an employee reaches the maximum pay range for their position, their compensation (excluding special duty pay, license incentives, or COLA) is "frozen" until the pay range is adjusted or they move to a higher-grade position.

Employees hired between May 1st and September 30th are ineligible for that year's merit increase but will receive a COLA increase and any increases offered at the time of hire.

Seasonal employees are not eligible for merit increases but will receive a COLA increase if

approved by City Council.

Scale Adjustments.

Scale adjustments for regular full-time (FT) and part-time (PT) employees may include Cost of Living Adjustments (COLAs) when scale ranges are modified. These adjustments are not tied to individual performance but are based on changes in living costs. Recommendations for such scale adjustments are made by the City Administrator and Department Heads. Any approved percentage increase in pay will be added to the employee's base salary and reported to PERSI. All increases depend on the availability of budget funds and must be approved by the City Council.

Wage Surveys and Compensation Comparisons.

To ensure competitive compensation within the demographic area, the Human Resources Department will conduct wage surveys or compensation comparisons as needed due to market fluctuations. If necessary, changes to the wage structure will be made following these surveys or comparisons and require Council approval.

Depending on the scope, the surveys or comparisons may be carried out by independent contractors or the Human Resources Department. Consistency is maintained by using the same agency markets unless significant demographic shifts render these comparisons unviable.

Employee Grade or Title Change.

Department Heads may submit a request to the Executive Compensation Committee for new positions, position grade analysis, or assistance in creating or changing job descriptions. If a position is not approved, consideration may be given in the next fiscal year.

Special Duty Pay.

Special Duty Pay is an additional, often temporary, compensation awarded for assignments that are either outside an employee's regular duties or involve increased hazards. This type of pay can also facilitate preferential hiring for roles requiring specific skills, which can be discontinued if the employee changes positions or loses the necessary credentials.

To ensure effective resource allocation and avoid overburdening employees, it is recommended that employees hold only one Special Duty Pay position at a time. Before assigning Special Duty Pay, supervisors should assess the employee's ability to continue meeting core functions. An annual review by the Department Head will determine if the employee should continue in the Special Duty Pay role. Supervisors or Department Heads will manage Special Duty Pay assignments.

Examples of Special Duty Pay include:

- **Temporary Assignment Promotions:** Assignments specialized units or roles such as the Detectives Unit or Field Training Officer, or taking on special training assignments.
- **Additional Duties:** Obtaining special certifications or licenses, such as Pesticides certification, teaching safety classes, or other approved qualifications.
- **Seasonal roles or Project Leadership:** Leading significant projects or taking on seasonal roles that require specialized skills or increased responsibilities.
- **Assignments Outside Normal Scope:** Exceptional duties such as SWAT team participation, K-9 duties, motorcycle unit, or Range Master. Non-police examples could include grant writing, developing or delivering specialized training programs, or assisting

with a major software implementation project.

Special duty pay is coordinated between the Department Head and the Human Resources Director and requires final approval from the Executive Compensation Committee. This pay aims to ensure fair and equitable compensation across departments. It is subject to PERSI contributions but does not contribute to the base salary. The rate of compensation for Special Duty Pay is subject to annual adjustments approved by the City Council and will be discontinued once the special duties are no longer performed.

Shift Differential Policy for Hourly Non-exempt Employees.

Hourly nonexempt employees assigned to work on the second or third shifts will receive a shift premium to compensate for the inconvenience of working these hours.

Eligibility: Employees qualify for a shift differential if two-thirds of their working hours fall on the second or third shift. Regular day-shift employees who work overtime extending into these shifts are not eligible for the differential.

Premium: These premiums are adjusted annually subject to budget approval.

Shift Hours:

- **Shift No. 1 - Day Shift:** 7:30 A.M. to 4:00 P.M. or 8:00 A.M. to 4:30 P.M.
- **Shift No. 2 - Swing Shift:** 4:00 P.M. to 12:30 A.M. or 4:30 P.M. to 1:00 A.M.
- **Shift No. 3 - Graveyard Shift:** 11:00 P.M. to 7:30 A.M. or 11:30 P.M. to 8:00 A.M.

Shift schedules may vary based on departmental needs, and adjustments to the standard times are made as necessary to meet operational requirements.

License Incentive Plans for Water Distribution and Water Reclamation Divisions.

In Idaho, every public water and wastewater utility must employ both a primary and a backup operator-in-charge who are licensed at the utility's classification level. The Post Falls utilities require:

- Water Operations: Grade 3 Distribution
- Water Reclamation: Grade 4 Treatment and Grade 4 Collection

Operators are encouraged to obtain higher license levels through an hourly pay incentive, which is adjusted annually and added to the base pay rate. This is apart from any merit increases.

Conditions for Incentive Eligibility:

- Employees must meet the minimum licensure requirements of their job classification.
- The maximum number of license levels that are eligible for incentive pay are as follows:
 - Water Operations: Up to six (6).
 - Water Reclamation and Wastewater Laboratory: Up to eight (8) each.
- Wages can exceed the job classification's top range by 15%.
- Subject to available funds, wage increases for new licenses will begin in the first pay period after Human Resources confirms licensure and are retroactive to the certificate date.
- Employees must maintain their highest achieved license(s) and meet Idaho's renewal requirements.

- Employees must provide copies of current licenses to Human Resources.

Approved Idaho licenses for Incentive Plan:

Water Operations Division:

- Operator Classifications (6 maximum):
 - Water Distribution I, II, III
 - Water Treatment I, II
 - Backflow Assembly Tester

Water Reclamation Division:

- Operator Classifications (8 maximum):
 - Wastewater Collection I, II, III, IV
 - Wastewater Treatment I, II, III, IV
- Laboratory Technician Classification (8 maximum):
 - Wastewater Laboratory Analyst I, II, III, IV
 - Wastewater Collection I, II
 - Wastewater Treatment I, II

Incentive Pay Policy.

The City of Post Falls offers a structured incentive pay policy designed to motivate potential employees or retain employees by providing monetary rewards under specific conditions. This policy is implemented in collaboration with the Executive Compensation Committee. All incentive payments are contingent on available funding within the city and department budgets and are supplemental to standard pay increases.

Procedure: Incentives may be calculated on an hourly or monthly basis, depending on the period of applicability. The maximum incentive for Sign-On, Retention, and Hardship scenarios cannot exceed 15% of the employee's annual projected pay, ensuring the incentives remain proportional and justified by the employee's contributions and the city's financial capability.

Eligibility: Employees eligible for incentive payments must:

- Have been employed full-time for at least six months.
- Maintain a satisfactory performance rating.

A. Sign-On Incentive.

To address recruitment challenges in critical areas, departments may offer sign-on incentives for positions that become difficult to fill. Eligibility for these incentives is confirmed by Human Resources based on recruitment difficulties and requires approval by the Executive Compensation Committee. The incentive is paid after six months of successful employment.

B. Retention Incentive.

To combat high turnover rates and retain talent in positions that are notoriously difficult to fill, departments may offer retention incentives. This provision explicitly targets roles where consistent vacancy poses operational challenges. Eligibility requires validation of the turnover issue by Human Resources, and positions identified as critically understaffed or hard-to-fill may warrant higher incentive considerations, subject to approval by the Executive Compensation Committee.

C. Hardship Incentive.

For employees who excel during prolonged difficult circumstances, such as operating understaffed or performing extensive duties outside their job description without special duty pay compensation. This incentive recognizes and compensates for exceptional effort under challenging conditions.

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5. WORK HOURS AND ATTENDANCE

Work Week and Hours of Work.

Generally, the standard workweek is forty hours. The regular workweek is the period beginning at 12:00 a.m. Saturday and ending at 12:00 a.m. on the following Saturday. The regular workweek for non-exempt employees is 40 hours with the exception of sworn law enforcement personnel. Employees approved for telecommuting arrangements should refer to the Telecommuting Policy in Chapter 7 for additional guidelines on work hours and expectations.

Meal Periods and Discretionary Rest Breaks.

The City seeks to abide by all current rules and guidelines of state and federal law regarding employee breaks and meal periods. Meal periods and rest breaks should be scheduled to avoid disruption to City business and must be communicated to the employee's supervisor.

Meal Period: Employees may take an unpaid meal break each day for up to one hour. They will not count this meal break as time worked. If a non-exempt employee must work through a meal period, then the employee will be paid for that period and should count that time as work time.

Rest Breaks as Circumstances Permit: As operations permit and not pursuant to any legal requirement, employees may receive up to a 15-minute paid rest break within every four hours of working time. These 15-minute rest periods are considered hours worked and should be counted by the employee as such. Rest periods are not to be used to extend a lunch period, to extend the workday or shift to earn overtime or compensatory pay, or to leave early. Rest period schedules and locations are discretionary and may be allowed by the supervisor, consistent with operational needs.

Time Records.

All non-exempt employees must complete accurate weekly time reports through the City's time tracking system, showing all time worked. Government regulations require these records, which are used to calculate regular and compensatory/overtime pay. Time tracking is based upon the electronic information logged in by the employee, approved by the Department Head, and submitted to payroll.

Employees should not work hours outside their scheduled workday unless the City has authorized the unscheduled work in advance. Employees should not start work early, finish work late, work during a meal break, or perform any other extra work unless they are authorized to do so, and that time is recorded on their timecard. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work an employee performs but fails to report on their time card. Any employee who does not report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If employees have questions about deductions from their pay, they should contact payroll at once. If an employee believes their wages have been subject to any improper deductions or their pay does not accurately reflect all hours worked, they should report their concerns to payroll immediately.

Every report of a violation of this policy will be fully investigated, and corrective action will be taken, up to and including discharge of any employee who violates this policy.

In addition, the City will not allow any form of retaliation against individuals who report alleged

violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable. Any form of retaliation will result in disciplinary action, up to and including discharge.

A. Exempt Employee Time Tracking.

Exempt employees must record the number of days of Paid Time Off ("PTO") requested to be taken during the pay period in the ESS entry system. PTO is measured in half-day increments, and employees who are absent for more than 4 hours in a workday must record a half-day of PTO used. Flex time may be considered in lieu of PTO. Flex time refers to an exempt employee's working schedule with a flexible set of starting and ending hours, allowing the employee to work a minimum of 40 hours during the workweek without expending a half-day of PTO on a day in which the employee did not work at least eight hours.

Overtime and Compensatory Time.

When required due to the business's needs, employees may be asked to work beyond their standard 40-hour workweek. The Department Head or their designee must approve all compensatory/overtime work in advance. Employees working compensatory time or overtime without prior authorization are subject to discipline, up to and including termination.

The City prefers to grant compensatory time rather than overtime pay for extra hours worked beyond 40 in a week. Employees requested to work more than 40 hours in exchange for compensatory time may accept or decline the offer without any negative repercussions.

Non-exempt employees are generally expected to work overtime when compensated with overtime pay and may face discipline for refusing scheduled overtime.

Compensatory time or Overtime pay is based on actual hours worked. Thus, meal periods (with limited exception) or any leave of absence will not be considered hours worked for the purposes of overtime or compensatory time.

Hours **NOT** considered for Overtime/Compensatory Time Calculations:

- On-Call time
- Comp Time
- Lunch Breaks (unless employees are required to respond (e.g., Sworn and ECO staff).

Hours worked includes:

- Time engaged in actual work activities.
- When an employee is constrained from movement within the community or the course of everyday life away from work (Call-Out/Active Standby).

Employees may make up for PTO taken during the workweek with prior approval from the Department Head or supervisor.

Example: An employee normally scheduled Monday through Friday for eight (8) hours per day who takes four (4) hours of PTO on Monday and then makes up those four (4) hours between Tuesday and Friday with the Department Head's approval would be paid for forty (40) hours and receive no deduction from PTO.

If an employee is required to work additional hours by the Department Head or supervisor, the PTO hours will count as hours worked.

Example: An employee who typically works eight (8) hours a day for forty (40) hours per week. If they take eight (8) hours of PTO on Monday but work twelve (12) hours on Tuesday (as required by the Department Head) and then eight (8) hours each day from Wednesday to Friday, they would be paid for forty (40) regular hours (eight (8) hours of PTO plus thirty-two (32) hours worked) **and** four (4) additional overtime/comp time hours. The Department Head determines the choice between receiving overtime pay or the use of compensatory time off based on what is needed operationally.

Compensatory Time in Lieu of Compensation: Compensatory time means employees get paid time off instead of extra pay for working overtime. To the extent permitted under the FLSA, and unless the Department Head says otherwise, this is how overtime is usually compensated. Employees can turn down compensatory time off with no adverse effects. If they choose overtime pay, they must work the extra hours. Employees earn one and a half hours of compensatory time for every hour of overtime worked.

Non-exempt employees who leave their employment with the City, will be paid for the unused compensatory time off at the regular pay rate. Although compensatory time is accrued at a rate of one and a half hours for every hour of overtime worked, it will be paid out at the regular (straight-time) rate when the employee leaves the City.

A. Compensatory Time Limit for Non-Sworn, Non-Exempt Employees.

Regular non-exempt employees can accrue up to 120 hours of compensatory time. If they accumulate 120 hours, any extra hours they work will be paid as overtime. City departments can set lower limits on compensatory time if needed.

B. Compensatory Time Limit for Sworn Law Enforcement Employees.

The City sets the overtime calculation period for sworn law enforcement officers as any hours over 86 worked within 14 straight days, starting from midnight on Saturday and ending at 11:59 p.m. on the second Friday. This rule is for sworn law enforcement officers with arrest powers, as defined by Federal law. All work and overtime hours for employees eligible for overtime must be logged in the timekeeping system and managed in accordance with the law.

C. Exempt Employees.

Exempt employees do not get compensatory time or overtime pay. They are required to work whatever hours are necessary to fulfill their responsibilities and are paid a set salary, no matter how many hours they work.

On-Call Compensation.

First Response and Emergency Response employees may be designated “on call” to perform after-hours or weekend work. Employees designated by their supervisor as on-call will be compensated at the going on-call rate. The on-call designation must be recorded on the employee’s time record and approved by the Department Head. Employees on vacation, sick, comp, FMLA, other types of leave, or workers’ compensation are not eligible for on-call pay.

On-call employees are expected to report for work as directed within a pre-determined timeframe designated by their Department Head. While on call, employees are expected to remain **fit for duty**, which includes maintaining the ability to safely perform job functions, remaining within a reasonable distance to respond, and refraining from impairing substances, such as alcohol or drugs.

After reporting to work premises or a designated place where work is to be performed, employees' work status will change from "on-call" to "active standby," at which point they will be compensated for actual hours worked, including applicable overtime or compensatory time in accordance with City policy and the Fair Labor Standards Act (FLSA).

Standby.

Non-exempt employees who are called back for duty once they have left will be paid for at least two hours, even if the work lasts less than that. This does not include de minimis callbacks, such as brief consultations that can be resolved quickly. If they must work more than two hours on standby, this time will be treated as hours worked.

For employees with SCADA remote login capabilities, the timeframe for standby work may vary, and all remote work time must be fully accounted for on the timesheet. If any remote standby work is performed outside standard hours, employees must ensure that it aligns with remote work policies and is accurately reflected on their timesheets.

Any work over 40 hours a week is paid 1.5 times their usual rate. Police officers working court duty outside their regular hours get at least two hours of pay or payment for their actual time in court, whichever is greater.

If an employee is requested to start work early or stay late, this is not considered a call-back, and they will receive their regular pay for those extra hours, counted within their total hours for the week.

Deductions for Pay – Safe Harbor.

The City ensures that the salaries of exempt employees are not reduced incorrectly. If employees are worried about incorrect payroll deductions or inaccuracies in their pay or hours on their paystub, they should immediately discuss these issues with their supervisor and contact the payroll for assistance.

Permitted deductions: The FLSA limits the types of deductions that may be made from an exempt employee's pay. Deductions that are allowed include:

- Deductions required by law, such as income taxes;
- Deductions for employee benefits authorized by the employee;
- Deductions for full-day absences due to illness or disability if under a legitimate plan, policy, or practice;
- Deductions for full-day absences for personal reasons not related to illness or disability;
- Deductions for any amounts received as witness or jury fees, or military pay; or
- Deductions for unpaid disciplinary suspensions lasting at least one full day, related to breaking workplace conduct rules.

During the week an exempt employee begins work for the City, or during the last week of employment, the employee will only be paid for actual hours worked.

Improper deductions: If an exempt employee believes their pay has been wrongly reduced, they should report this to the payroll right away. The City will promptly investigate the matter. If it is found that an improper deduction was made, the employee will be reimbursed for the improper deduction. Retaliation based on any such report is strictly prohibited.

Paychecks.

The City pays its employees every two weeks, starting on a Saturday (at 12:00 a.m.) and ending on a Saturday (at 12:00 a.m.). Payday usually occurs on the Thursday of the following week, and employees with direct deposit will receive their payment after 12:01 a.m. on that day. Sometimes, there may be computer issues that could delay payments, but the Finance Department will do their best to resolve them as soon as possible. Paychecks and direct deposit confirmations will be available for pickup by 5:00 p.m. on payday. Employees will receive payment on the preceding workday if a payday falls on a federal holiday.

The City encourages all employees to use direct deposit to ensure timely payment. Employees who prefer to receive a paper paycheck must request this in writing. Paychecks will only be released to the employee unless there is written authorization to do otherwise. Paychecks may also be mailed to the employee's listed address.

Upon separation, employees will receive any accrued wages, less deductions, according to local, state, and federal laws.

Reporting Time Record Violations: The City takes all reports of time record violations seriously and will thoroughly investigate each one. If a violation is confirmed, corrective actions, including possible termination, will be taken.

The City prohibits any retaliation against those who report violations or participate in investigations. Any retaliation will also lead to disciplinary action, up to and including termination. To report violations or retaliation, follow the complaint procedures outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

6. BENEFITS AND LEAVE

Employee Benefits.

A. PERSI Retirement Contributions.

Generally, regular employees working over 20 hours per week or more over five months must contribute to the Public Employees Retirement System of Idaho (PERSI).

B. Health Insurance.

The City offers regular employees and their families group medical and dental insurance. Part-time employees working more than 20 hours per week may qualify for pro-rated insurance premiums. Eligibility and terms are governed by the City's agreements with insurance providers.

C. COBRA – Insurance Continuation.

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and their families who lose coverage may be able to temporarily extend coverage. COBRA coverage is elective and governed by the terms at the time of employment separation.

Benefit Prorating Policy for Part-Time Employees.

Part-time employees who consistently work more than 20 hours per week are eligible for prorated benefits, including Paid Time Off (PTO) and health insurance.

Calculation of Prorated Benefits:

- **Initial Calculation:** Upon hire, part-time employees' benefits are prorated based on their estimated weekly hours as a percentage of a 40-hour full-time schedule. For instance, an employee working 25 hours per week would be eligible for 62.5% of the benefits provided to full-time employees.
- **Annual Recalculation:** The proration percentage will be reviewed and adjusted, if necessary, on the employee's annual work anniversary, based on the average actual hours worked over the preceding year, including PTO but excluding overtime.

Communication of Changes: Employees will be notified of any changes to their prorated benefits following annual recalculations.

Travel Policy.

The City's travel policy is designed to manage travel expenses effectively and efficiently, ensuring accountability and minimal administrative burden. This policy sets guidelines and limits to promote cost-conscious decisions while conducting official City business, ensuring that all travel costs and related expenses are authorized, necessary, and incurred in the most economical manner possible.

A. Conduct Policy and Business Travel.

Before embarking on City-related travel, employees and officials must review the Standards of Conduct Policy to avoid conflicts of interest or personal gain. During business travel, accepting meals, beverages, and non-significant gift items at conferences from professional organizations is permitted, provided it aligns with the Conflict of Interest Policy and such items are equally available to other attendees.

B. Purchasing Decisions.

The City mandates that travel-related purchasing decisions should aim to minimize costs. Any savings from travel discounts revert to the City, but travel awards earned by employees from bookings may be retained by them.

C. Costs in Excess of Cost-Effective and Efficient Mode.

Travel costs should reflect the most cost-effective and efficient mode available. If an alternate mode of travel is chosen for personal reasons, reimbursement will only cover the equivalent cost of the most efficient mode. Costs incurred from excess travel time due to personal travel decisions are not reimbursable.

D. Travel Expenses.

- **Allowable Travel Expenses:**
 - Registration.
 - Training.
 - Travel.
 - Meal(s).
- **Non-Reimbursable Travel Expenses:**
 - Additional meal or beverage charges or alcohol purchases.
 - Cost of a “substitute” meal when the conference price includes a standard meal for attendees.
 - Traffic or parking tickets or fines.
 - Travelers or baggage insurance or supplemental car insurance for rental cars.
 - Hotel in-room entertainment, added refrigerators, laundry or dry cleaning, passport charges, personal calls, computer games, or internet access for personal use.
 - Personal grooming, fitness, or therapeutic services such as salons or health clubs.
 - Cost of replacing personal items needed for the trip but left at home.
 - Loss or theft of personal cash or property.
 - Costs incurred for home-related expenses during travel (babysitting, snow shoveling, etc.).
 - Expenses related to side trips not related to the business purpose of the trip.
 - Annual fees, interest, or delinquent payment charges on an employee’s personal credit card, even if used for trip expenses.
 - Expenses of any travel companions who are not City employees.

E. Travel Authorization and Booking Procedures.

An employee must receive permission for proposed travel from their Department Head prior to reserving travel and should observe the following procedures:

- Submit a Travel Authorization Form (located on the City’s intranet) to your Department Head two (2) weeks prior to travel or as soon as practicable in the event of unexpected and required travel. Travel Authorization Forms may be found on the City’s intranet. A copy of this form must be included with all necessary documentation and receipts after the travel is completed.
- Once travel has been approved, book travel arrangements such as conference registration, transportation, lodging, etc., and submit all itinerary receipts to Payroll.

F. Prepayments and Reimbursement Requirements.

The City allows prepayment of travel costs such as airfare and hotel accommodations directly to vendors so long as there is appropriate documentation of the amounts payable and the payees. An expense incurred by a City employee or elected or appointed official during a City business trip will be reimbursed if all of the following requirements are met:

- The City travel policy and procedures are followed; and
- The item is a reasonable and necessary expense related to the performance of official work-related activities while traveling on City business; and
- The traveler provides adequate documentation of the expense and obtains the approval of an authorized signatory on the Travel Expense Report; and
- The traveler has not and will not receive reimbursement for the claimed expense from any other source.

All authorized travel expenses that were not prepaid by the City, directly paid as a meal advance, or booked by using a City credit card will become part of reimbursable expenses upon submission of the necessary receipts to Payroll.

G. Credit Card Program.

A program has been established that allows for credit card booking of various travel costs. Please check with the Finance Department on the program procedures for your department.

H. Meals and Incidental Expenses (M&IE).

Employees should follow the State-established per diem rates for expenses outside business conferences. For metropolitan areas, per diem rates may be adjusted as appropriate. Per Diem Rates are determined by the GSA Schedule and are accessible via the GSA's Per Diem Rates webpage. Employees are encouraged to check current rates before travel.

Per Diem expenses include but are not limited to:

- Meals
- Tips or gratuities
- Beverages (alcoholic drinks may not be purchased on a City card and will not be considered reimbursable)

The full per diem rate is allowed for each day that contains an overnight stay. The first and last day of travel is calculated at 75% of the total per diem. The per diem may be adjusted for each day that conference or equivalent meals are provided as part of the conference or training.

All expenses require a receipt for accounting purposes or reimbursement. After travel has been completed, submit all necessary receipts to Payroll within ten (10) working days of the travel return date. Employees should ensure that personal expenses are not allocated to a City credit card. For example, if an employee brings a spouse to a meal, the employee should pay for the additional meal separately and not submit a charge to a City credit card.

The per diem allowance is separate from transportation expenses, lodging expenses, and other miscellaneous expenses. The per diem allowance covers charges, including any service charges

where applicable for meals, including expenses for breakfast, lunch, dinner, and related tips and taxes. If actual expenses exceed the applicable per diem rate, the excess amount is the traveler's personal expense. However, the M&IE rates shall be reduced to comply with the federal government schedules when meals are furnished to travelers as part of conference fees paid by the city.

I. Lodging and Miscellaneous Expenses.

The City should refer to the Federal GSA Schedule as a guideline to determine the most reasonable lodging reimbursement rates for a given locality outside the State of Idaho and compare to the recommended State Per Diem Rates. The accommodations must consider factors such as travel purpose, location, cost, safety, and convenience. The employee should strive to stay within the IRS hotel rate for the appropriate city or stay at the participating conference hotels. If a non-employee shares a room, the employee is allowed only the single room rate, if applicable. Employees should request local government rates, promotional rates, Internet rates, or other discounts in order to obtain the lowest hotel rates. The Travel Authorization Form should also note if the employee is requesting to stay beyond the business requirement. If there is an impact on the City-related travel, the employee shall be personally responsible for the additional cost.

Documentation: An itemized bill from the vendor must be submitted. If the bill shows an outstanding/unpaid amount and the traveler claims that the bill has been paid, proof of payment documentation must be submitted. Proof of any required approvals must be provided.

J. Transportation.

Travelers should choose the method of transportation that provides the most reasonable total cost. Transportation costs include taxis (origin and destination), transportation to and from the destination (mileage, air, train, rental car), and local transportation (taxi, rental car, parking, etc.). The Department Head may waive the lowest cost choice restriction for employee safety reasons. The City pays the cost of the traveler's approved ground transportation to and from the main travel destination. This includes air, train, mileage, and rental car. Side trips not related to the trip purpose will not be reimbursed. The traveler is encouraged to use a City vehicle in lieu of a personal vehicle whenever vehicular travel is the most effective option and when pre-approved by the Department Head. If the employee chooses to travel at the high-cost choice because of preference and not because of safety reasons, the employee's costs will be covered at the lowest-cost choice, and the employee will be responsible for covering the difference between the lowest-cost choice and highest-cost choice. Documentation will be required to show both costs, and the Department Head must approve such documentation.

Personal Car

Use of a personal car for overnight or out-of-City (in excess of 50 miles during the conference period if in-state) travel must be pre-approved by the Department Head or City Administrator. Reimbursement is based on distance from the normal worksite or from home, whichever is closer. The City uses the IRS mileage rate to calculate reimbursements to employees who use their personal car for such business travel. Payment of this mileage rate is considered full payment for all costs of the private vehicle's operation, such as depreciation, financing costs, maintenance, repairs, gasoline, oil, insurance, taxes, and vehicle registration fees.

Documentation: Information must be provided from a recognized website such as MapQuest that details the number of miles from the starting point to the final destination.

Ground Transportation in the Trip Destination Area

Costs of ground transportation within the trip destination area between the business site, airport, and hotel (whether by personal car, rental car, shuttle, light rail, subway, City vehicle, taxi, or bus) are reimbursable expenses.

Documentation: Vendor receipts with payment documentation, if not shown on the receipt, must be submitted, except for personal car or public transit use which is addressed in Personal Car.

Rental Car

Departments may require pre-approval. Budget, compact, and economy-level cars are generally recommended, but availability and cost-effectiveness must be the primary considerations.

Documentation: An itemized receipt from the rental agency

College/University Education Assistance Program.

The City offers educational cost reimbursement for approved courses relevant to an employee's current or potential future position. Full-time, benefits-eligible employees who have completed at least one year of service can apply, provided they get approval 30 days before the course starts. Continuation of eligibility requires active employment and satisfactory job performance.

Please refer to the separate adopted policy on the College/University Education Assistance Program for detailed information, including reimbursement amounts, limits, coverage, credit hour policies, reimbursement conditions, repayment requirements, and course approval procedures.

This policy is intended to enhance employee performance through education, without altering the at-will employment status.

Holidays.

The following are City-recognized holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

When a holiday falls on a Saturday, it is observed the previous Friday. When a holiday falls on a Sunday, it is observed the following Monday. The Mayor and City Council may declare additional

holidays.

Employees on vacation or other approved leave during a holiday will receive holiday pay, subject to the limitations outlined below. This covers both paid and unpaid portions of Family and Medical Leave. However, employees on disciplinary suspension without pay or leave without pay do not qualify for holiday pay.

Amount of Holiday Pay for Non-Exempt Employees:

- **Regular Full-Time Employees:** Paid for eight hours at their regular rate for each city-recognized holiday. The Employee will code “Holiday Not Worked” pay.
- **Regular Part-Time Employees (20+ hours/week):** Paid holiday pay on a proportionate basis. For example, a 20-hour employee receives 50% of the full-time holiday pay, equivalent to 4 hours. The Employee will code the pro-rated “Holiday” pay.

Calculation of Holiday Pay for Non-Exempt Employees:

- **Did Not Work on Holiday:** If an employee did not work on an actual or observed holiday, they still must code their holiday hours, generally entered for the day City Hall is closed.
- **Worked on Actual Holiday:** Employees who work on the actual holiday are compensated at 1.5 times their regular hourly rate for all hours worked that day, regardless of the total number of hours worked during the week. If an employee worked on the actual holiday, they must code, separate from the “Holiday Not Worked” pay, all hours worked, including any callouts (with a minimum of 2 hours), as either “Comp Earned” or “Overtime.” A comment of “For working holiday” must be included. These hours count toward weekly overtime calculations.
 - For example, if an employee works 8 hours on an actual holiday and has 34 hours on other days (including the “Holiday Not Worked” hours), they have a total of 42 hours for the week. The 8 hours on the actual holiday pay are paid at an overtime rate, and because the weekly total exceeds 40 hours, the additional 2 hours are also eligible for overtime pay.
- **Majority Hours on Actual Holiday for Shift Workers:** For shift workers, if the majority of their hours in a shift fall on an actual holiday, all hours worked on that shift are paid at the overtime rate. The employee must code all hours worked, including any callouts (with a minimum of 2 hours), as either “Comp Earned” or “Overtime.” A comment of “For working holiday” must be included.
- **Worked on Observed Holiday:** If an employee worked on an observed holiday (not the actual holiday) they should code their time as usual. Overtime or compensatory time is only accrued if the total hours worked, including the coded “holiday” hours, exceed 40 hours within the week.
 - The “Holiday” hours count toward the 40-hour threshold for overtime calculation. For instance, the employee is credited with 8 hours for the holiday and works 35 hours the same week, the total comes to 43 hours. The 3 hours over 40 would typically be eligible for overtime pay.
- **Alternative Days Off as Holiday:** If the department schedules an alternative day off as their holiday instead of the actual or observed holiday the employee will move the

“Holiday” pay entry to the alternative day scheduled off.

Exempt Employees Holiday Pay.

Employees who are classified as exempt will receive their regular salary during the pay period that includes a holiday, without deduction for the holiday.

Paid Time Off.

Purpose: This policy is designed to consolidate sick leave and vacation into a single Paid Time-Off (“PTO”) account for eligible employees, enhancing flexibility for balancing work and personal life.

PTO allows employees to take paid time off for rest, relaxation, personal emergencies, or illness, upon supervisor approval. Requests for PTO must be submitted in advance according to the specified notice requirements, and approval is at the City’s discretion.

Eligibility: Regular full-time and part-time employees working at least 20 hours weekly are eligible to accrue PTO. The amount of PTO accrued is pro-rated based on the number of hours they work regularly. Seasonal employees or those working fewer than 20 hours per week, as well as short-term employees working full-time for 5-8 months, do not accrue PTO.

Credit for Seasonal Employment: As approved by the Executive Compensation Committee, seasonal employees who transition to full-time roles may receive partial credit for their seasonal service time. This credit may apply to their years of service calculation for PTO accrual rates, allowing them to move to the next accrual tier sooner than new hires without prior City experience. Eligibility for seasonal service credit is based on the duration and continuity of prior seasonal work, with final determinations made on a case-by-case basis.

Rehired Employees: Employees who are rehired to their position with the City may have their previous service time considered for PTO accrual rates, ensuring continuity in their benefits.

Scheduled Absences: Employees should follow the notification procedures for taking PTO. For 1-4 days of PTO, a 10-working-day notice is required. For 5 or more days, a 30-working-day notice is needed, unless it's an emergency.

Unscheduled Absences: PTO can also cover unscheduled absences if they are unavoidable. However, absences should not result from neglect or dishonesty. Supervisors will assess each situation and determine if the use of PTO is justified.

Annual Usage Encouragement: Employees are encouraged to take at least 40 consecutive hours of PTO annually. Departments may require employees to take a minimum amount of nonconsecutive hours annually. Failure to meet this minimum may lead to mandatory adjustments to their schedule. This requirement does not apply to new employees in their first year.

PTO at Employment End: PTO cannot be used to delay an employee’s separation or retirement date. Upon leaving the City, all unused PTO is paid out in the final paycheck, along with any accrued compensatory time.

Misuse and Disciplinary Actions: Excessive, unexcused, or unscheduled absences, or misuse of the PTO program, can lead to disciplinary measures, including potential termination. Supervisors are responsible for evaluating the impact of unscheduled absences and deciding on the appropriate action based on the circumstances.

Accrual Rates for PTO.

Accrual rates to an employee's PTO account are based on service time and will begin to accrue during the first two-week pay period during which a new employee works at least 70% of the initial pay period at the following rates:

PTO Leave Accrual Rates (based on full time 40 hours per week)

Years of Service	Hours per Pay Period	Hours per Year	Maximum Accrual Limit
0-3 years	6.23	162 (4 weeks)	180
3-5 years	7.77	202 (5 weeks)	226
5-10 years	8.73	227 (5.7 weeks)	256
10 + years	10.23	266 (6.7 weeks)	310

PTO Buy Down Option: Employees have the opportunity to “buy down” up to 40 hours of their accrued PTO at their current pay rate in the second pay period in December under these conditions:

- **Eligibility:** Must have been employed with the City for at least one year and have a minimum balance of 120 hours of PTO on November 30th.
- **Approval:** Requires a supervisor's approval, based on a review of the employee's attendance record over the past year. Usage of approved Family Medical Leave should not negatively impact this attendance evaluation.
- **Procedure:** Employees need to submit their buy-down request to payroll by November 30th, and the reduction in PTO hours will be reflected in the second December paycheck.

Tax and Retirement Plan Impact: The buy-down is subject to applicable taxes and may affect contributions to PERSI Base Plans and percentage-based payments to 401K and 457 retirement accounts.

Payment: The cashed-out PTO will be included in the regular payroll. No separate checks will be issued.

Overtime Calculation: The paid-out PTO hours will not count towards overtime calculations and are not eligible for overtime rates.

Cap/Maximum Accrual: PTO accrual and carryover maximums are capped at the numbers set forth in [Table 2](#). If the cap is exceeded, the excess PTO hours will be rolled into the employee's Catastrophic Account (CAT) at the end of each pay period. If the maximum CAT accrual is achieved, accrual ceases until the PTO benefit is used.

Catastrophic Account (CAT).

The Catastrophic Account is a leave account used to address long-term medical needs for an employee's personal illness or that of an eligible family member. CAT is reserved for leave absences and may be used once Comp Time has been exhausted and 40 hours of PTO has been used.

Eligibility for CAT Usage:

Using CAT hours.

- Employees are encouraged to provide at least 30 days notice before using CAT hours whenever possible.
- The City may approve the use of CAT hours for personal illness to help avoid a leave-without-pay scenario, even if the standard criteria are not met. This may include instances where employees are not eligible for Family Medical Leave or when new employees have not yet accrued sufficient PTO.

CAT Hour Limitations and Procedures:

- CAT hours are not considered hours worked when calculating overtime and cannot be used to extend the normal workweek hours.
- Employees facing an FMLA-qualifying situation requiring an absence of more than three working days, or 24 hours per condition, must inform their supervisor and Human Resources.

Accumulation of CAT Hours:

- The maximum CAT accrual is 960 hours.
- Upon hire, each employee's CAT account starts with an initial 24-hour contribution from the City.
- Employees can increase their CAT balance by transferring hours from their PTO upon reaching PTO cap limits or through voluntary quarterly transfers.

Conversion from PTO to CAT:

- Employees may choose to automatically roll a portion of their PTO into their CAT account each quarter. These transferred hours receive no City matching and are irreversible once moved from the PTO account.
- To initiate this transfer, employees must complete the "PTO to CAT Conversion Form" available on the HR Forms page of the intranet.

Family and Medical Leave.

This policy outlines employee rights under the Family and Medical Leave Act (FMLA), providing essential information about entitlements to unpaid, job-protected leave over a 12-month period. It focuses on ensuring employees understand the basic benefits and protections of the FMLA, with legal compliance taking precedence in case of any discrepancies between this policy and the law. Employees with questions or concerns about FMLA rights are encouraged to contact the Human Resources Department for guidance. It is important to note that failure to adhere to these guidelines may lead to delays or denials in FMLA-protected leave.

Eligibility.

An employee must have worked for the City for at least twelve months and accumulated at least 1,250 service hours in the 12-month period prior to the start of their FMLA leave.

Reasons for Leave.

Eligible employees may take FMLA leave for several qualifying events, including the birth or adoption of a child, to bond with a new child, to care for a seriously ill family member (spouse, child, or parent), or when the employee themselves has a serious health condition that prevents them from performing their job duties. Additionally, FMLA leave can be used when dealing with exigencies related to a family member's active military duty, or to care for a seriously injured or ill military servicemember who is a family member.

A serious health condition is defined as an illness, injury, impairment, or a physical or mental condition that requires either inpatient care or ongoing medical treatment by a healthcare provider.

The City may request a medical certification to support the need for FMLA leave. Employees are required to provide this certification within 15 days of the request if it is feasible, and before the start of their FMLA leave. Failure to provide the requested certification can result in the leave not being protected under FMLA.

Amount of Leave.

The City uses a “rolling” 12-month period, measured backward from the date an employee takes any FMLA leave, to determine leave entitlement. Eligible employees are entitled to up to 12 work weeks of unpaid leave within this period for various qualifying reasons, including the birth or adoption of a child. However, leave for the birth or adoption must be completed within 12 months of the child's arrival.

For FMLA military caregiver leave, an eligible employee may take up to 26 work weeks of leave in a single 12-month period. If an employee takes other types of FMLA leave within the same period, the total combined leave is capped at 26 weeks.

Spouses working for the City share a combined total of 12 work weeks of leave for the birth or adoption of a child. If the leave is due to a serious health condition of one spouse, the other spouse, or a child, then each spouse may individually take up to 12 weeks of leave.

Intermittent Leave or a Reduced Work Schedule.

FMLA leave can be taken as a single continuous block, intermittently, or as a reduced schedule that shortens the workweek or workday. Regardless of the leave type, it cannot exceed 12 work weeks in a rolling 12-month period, or 26 weeks for caring for an injured service member.

For leaves involving intermittent or reduced schedules due to planned medical treatments or family care, the City may place the employee in an alternative position with equivalent pay and benefits if it better suits the schedule. If the leave is for the birth, adoption, or foster care of a child, both the City and the employee must agree on the leave arrangement beforehand.

Employees planning medical treatments must schedule them to minimize disruption to the City's operations.

Employee Notice Requirement.

Employees requesting FMLA leave must notify the Human Resources Department verbally or in writing. For foreseeable leave, a 30-day notice is required. If the leave is unforeseen and discovered with less than 30 days' notice, employees should inform HR immediately, either the same day or the next business day. In cases of sudden leave, employees are expected to provide notice as soon as possible under the circumstances.

Employee Status and Benefits During Leave.

During FMLA leave, the City will maintain an employee's health benefits, including dental and eye care, under the same terms as if the employee had continued to work. For employees on paid leave, the City will deduct their share of insurance premiums from their payroll. Those on unpaid leave must arrange with the Human Resources Department to pay their share of premiums. If these payments are over 30 days late, the employee's health coverage may be discontinued, with a 15-day prior notice given.

If an employee decides not to return to work after FMLA leave for reasons other than a serious health condition or other circumstances beyond their control, they must reimburse the City for the cost of the health insurance premiums paid during their leave. Additionally, the time spent on FMLA leave does not count towards accruing other employment benefits like vacation or holidays.

Employee Status After Leave.

An employee returning from FMLA leave due to their own serious health condition may be required to provide a fitness for duty clearance from a healthcare provider. Typically, employees who take FMLA leave are entitled to return to their original job or an equivalent position with the same pay, benefits, and working conditions. This ensures continuity in employment status and terms post-leave.

Use of Paid and Unpaid Leave.

Employees must use all accrued compensatory time, paid time off, and Catastrophic Account (CAT) time before they can take unpaid FMLA leave. This applies regardless of the FMLA leave type, including personal or family health conditions, birth, adoption, foster care, or military-related leave. Additionally, any disability or workers' compensation leave will count concurrently as FMLA leave.

Intent to Return to Work from FMLA Leave.

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to periodically update their direct supervisor about their status and intent to return to work.

Military Leave.

The City honors the military commitments of its employees by providing leaves in line with federal and state laws. Employees required to undertake uniformed service should inform Human Resources immediately or have a family member do so if they cannot. Upon return from military service, employees will resume their roles with the same seniority, pay, and benefits as if they had remained employed continuously. Employees must return to work within the specified timeframe after military service to avoid being considered as having voluntarily terminated their employment.

Employees on military leave are protected under USERRA and Idaho Code § 65-508, ensuring they cannot be discharged without cause for one year after returning. During this time, they are entitled to a hearing before any potential termination and are considered to have been on unpaid leave, retaining all employment rights for up to five years of military service.

Bereavement Leave.

Full-time and part-time employees working over 20 hours per week are eligible for up to 24 hours of paid bereavement leave per fiscal year, prorated for part-time staff. This leave applies to the

death of immediate family members².

The leave is approved by the immediate supervisor, who also has the discretion to deny it under exceptional circumstances. If more time off is needed, employees can use vacation time, with the additional leave being deducted from compensatory time first, then from PTO.

If an employee learns of a family death while at work, they will be paid for the rest of the day. Bereavement leave does not affect the employee's other leave balances nor is it counted for overtime calculations. Upon returning to work, proof of the family member's death and the funeral date may be required by the Department Head, especially if additional bereavement leave is taken.

Jury Duty.

The City supports employees' civic duty to serve as jurors and may provide regular pay during jury service, though state law does not require paid leave for this purpose. Generally, the City will provide paid leave for short-term jury service (e.g., a few days). However, paid leave may be limited beyond a reasonable period for extended trials that significantly disrupt department operations. In such cases, employees may use accrued paid time off (PTO) or take unpaid leave for the remainder of their jury service.

Approval for paid jury leave will be determined by the Human Resources Director in consultation with the Department Head, considering factors such as the anticipated length of jury service, staffing levels, and the essential nature of the employee's role. Both the City and the employee may request an exemption from jury duty if an absence would create serious operational difficulties.

Employees must promptly submit their jury summons to their supervisor to allow for scheduling adjustments. On days they are not required in court, employees must report to work as usual. Department Heads will coordinate work schedules for employees with shift requirements.

Time spent serving on jury duty is not considered hours worked for overtime or compensatory time calculations. Employees must clearly mark jury duty on their timecards and provide their supervisor with a copy of the jury summons. Exempt employees will receive their full salary for jury duty absences in compliance with FLSA requirements. Employees may retain any payment received for jury service without deductions from their City pay.

Court Appearance as a Witness.

Work-Related Court Duty: Employees required to appear in court due to their role with the City will receive their regular rate of pay. They should promptly submit their summons to their Department Head to ensure proper staffing arrangements. If court duty ends before their usual workday is over, employees are expected to return to work.

Non-Work-Related Witness: If an employee is subpoenaed as witnesses for non-work-related cases must use accrued PTO, compensatory time, or take unpaid leave. They are allowed to retain any witness fees received. In cases where the nature of the court duty (work-related or not) is unclear, employees must provide documentation to their Department Head, who will determine the appropriate classification.

² Immediate family members are defined as the employee's or their spouse's or long-term companion's siblings, children, parents, legal guardians, grandchildren, and grandparents.

Time Off for Voting.

The City acknowledges the importance of voting as a civic duty and expects that employees will have ample time to vote outside of working hours. However, if an employee anticipates that they will not have enough time to vote due to their work schedule, they are encouraged to speak with their Department Head to arrange necessary scheduling adjustments.

Religious Observances.

Employees needing time off for religious observances not covered by the City's holiday schedule should discuss their needs with the Human Resources Department. The City is committed to reasonably accommodating such requests for religious practices.

Worker's Compensation.

Injury Reporting and Certification: Employees who have been injured on the job are responsible to immediately contact their supervisor or person in charge. The employee and/or their supervisor should complete the First Report of Injury or Illness ("FROI") form. If the injury causes the employee to be unable to work, the employee must supply a health care provider's notice indicating the physical limitations. The City may attempt to modify work for a temporary period to assist the employee in returning to work. Once the employee is capable of performing all of their duties, they must supply a health care provider's notice indicating the employee may return to their normal duties. The decision to return an employee to active service shall rest solely in the discretion of the City.

7. WORKPLACE AND EMPLOYEE CONDUCT AND RESPONSIBILITIES

Workplace Guidelines.

A. Attendance.

Reliable attendance is crucial at the City to ensure quality service. Employees are expected to be on time and prepared for their scheduled shifts. Occasional absences are understandable, but frequent or unreported absences and tardiness can lead to disciplinary actions, including termination.

Employees must request time off in advance as per the City's PTO policy. Misuse of approved leave may also result in disciplinary actions, up to dismissal. This policy supports operational efficiency but does not restrict employees' rights to discuss or improve working conditions under the National Labor Relations Act.

B. Definitions.

Disciplinary Action: Measures taken by the City to address and correct employee behavior or performance issues. This may include verbal warnings, written warnings, suspension, demotion, or termination, depending on the severity of the violation.

Excused Absence. An excused absence is one that is either pre-approved or, in emergencies such as illness, is reported to the supervisor via phone, text, or email before the workday begins and is subsequently approved by the City.

Leaving Early. Leaving work or taking breaks earlier than scheduled, without approval is considered leaving early. Leaving more than two hours before the end of a workday or shift is an unexcused absence.

No Call/No Show. Failing to notify the City of an absence or tardiness at least thirty (30) minutes before the scheduled start time, is considered a No Call/No Show and may result in disciplinary action, up to termination.

Tardy. Arriving late to work or from breaks without approval is considered tardy. If an employee fails to notify their supervisor of tardiness within 30 minutes of the scheduled start time, it will be classified as a No Call/No Show.

Unexcused Absence. Any absence that does not comply with the criteria for an excused absence, including failures in proper notification or documentation or extended tardiness (more than 2 hours) without approval.

C. Policy.

Employees must be capable of meeting their job schedules during all weather conditions unless the City informs otherwise. Departments may adopt response time requirements for emergency situations. Employees should arrive at work prepared and properly dressed, if unable or unprepared to work they should return home and correct the problem as soon as possible. Non-exempt employees will not be paid for time spent addressing unpreparedness, and continual issues may lead to disciplinary actions, including termination.

Punctuality is crucial; arriving in the parking lot is not considered on time. Absences need to be reported prior to the scheduled start time to be excused unless extreme circumstances prevent timely notification. In such cases, the employee or a designated representative should explain the

delay as promptly as possible.

Unreported absences exceeding three days may be considered job abandonment or voluntary resignation, unless approved by the City. However, legally protected absences will not count against the employee. For illnesses or injuries lasting more than three days, the City may request a health statement, with additional documentation as required by law.

Employee Code of Conduct.

Employees of the City are expected to behave professionally and civilly, supporting cooperation in all interactions. As public employees, they are subject to heightened scrutiny in both their professional and personal conduct. The Code of Conduct is designed to clarify expected and prohibited behaviors. Violations of this code will lead to disciplinary action, which may include termination of employment. The list of specific behaviors provided is not exhaustive; other misconduct not explicitly mentioned may also result in disciplinary action. It is important to note that nothing in this code alters the at-will nature of employment, nor does it limit the grounds on which disciplinary actions can be taken.

A. Conflicts of Interest.

The City expects all employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

What constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The City recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the City.

Defining all the circumstances and relationships that might create a conflict of interest is impossible. If a situation arises where there is a potential conflict of interest, the employee should discuss this with the City Attorney for advice and guidance on how to proceed.

B. Confidentiality.

Employees of the City have access to confidential, secret, and proprietary information ("Confidential Information") which includes business processes, customer data, financial details, and internal policies, among others. This information should not be publicly accessible and includes any data provided in confidence by third parties.

Employee Obligations: Employees must not disclose, distribute, or remove any Confidential Information outside or inside the City without proper authorization. This includes preventing access to those without a need to know within the City itself.

Consequences of Misuse: Unauthorized use or disclosure of Confidential Information can lead to disciplinary actions, including termination, and potential legal consequences.

Exceptions for Lawful Disclosure: Disclosures required by law or court orders are exempt from this policy, provided they are legally compliant. This policy also does not restrict legally protected discussions regarding wages or employment conditions under Section 7 of the National Labor Relations Act.

Protection for Whistleblowers: Employees are protected under trade secret laws for confidentially disclosing trade secrets to authorities or in sealed court documents for the purpose

of legal investigations or actions.

C. Expected Conduct.

Each employee is expected to conduct themselves in a professional manner. In order to accomplish this, each employee must:

- Be respectful, courteous and professional. Work cooperatively and constructively with fellow workers and members of the public.
- Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.
- Comply with dress standards established in the department for which the employee works. In the absence of any departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.
- Abide by all departmental rules and direction of a supervisor whether written or oral. No employee will be required to follow the directive of a supervisor that violates the laws of the local jurisdiction, state or nation.
- Maintain the confidential nature of records that are not open to the public in accordance with the direction of the responsible official.
- Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify their supervisor if his/her driving abilities are impaired.
- Follow all workplace safety rules whether established formally by the department or by outside agencies.
- Report all accidents that occur or are observed on the job, or that involve City property, and cooperate as requested in the reconstruction of any such accident.
- Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
- Adhere to any code of ethics in the employee's profession.

D. Prohibited Conduct.

The City prohibits abusive conduct, including bullying, which undermines the safety, respect, and productivity of the workplace. Bullying negatively impacts the health and well-being of the victim and disrupts organizational operations. All employees are expected to maintain civility, dignity, and respect, refusing to tolerate or overlook bullying, and are urged to report such behavior to their Department Head, City Administrator, or Human Resources.

Workplace bullying is defined as abusive conduct with malice that a reasonable person would find hostile, offensive, and unrelated to legitimate business interests. It can include repeated verbal abuse, insults, threats, intimidation, humiliation, or actions that sabotage someone's work performance. A single act may also be considered bullying if it is particularly severe. Bullying involves an abuse of power and can manifest through gestures, written, verbal, graphic, or physical acts, including those carried out electronically via email, internet, or phone. Unlike harassment or discrimination—which are illegal—bullying is not always unlawful but is equally damaging. It is important to differentiate between genuinely tough or demanding supervisors and actual bullying.

Additionally, employees are expected to refrain from behaviors that reflect adversely upon the

City, including:

- Not initiate or participate, or encourage others, in acts or threats of violence, bullying, malicious gossip, spreading of rumors, or any other behavior designed to create discord and lack of harmony, or that willfully interferes with another employee's ability to do their job.
- Not engage in abusive conduct or language, including profanity and loud, threatening or harassing speech, toward or in the presence of fellow employees or the public.
- Not engage in conduct at or away from work that may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
- Not engage in prolonged visiting with co-workers, children, friends or family members that interfere with work in the department in which the employee serves.
- Not use work time for personal business, including the selling of goods or services to the general public.
- Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace productivity, including time spent on social media.
- Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.
- Not have non-City employment, or serve on any board or commission, that conflicts with duties performed for the City in any meaningful way. Individual offices/departments may determine permissible examples of outside employment.
- Not knowingly make any false report or complaint regarding behavior of others or participate in such report or complaint.
- Not release any public record, including personnel records, without the express authority of the public official responsible for custody of the record
- Not use any substances, lawful or unlawful substances that will impair the employee's ability to competently perform their work or threaten the safety and well-being of other workers or the public. If the employee is prescribed a medication that may impair the employee's ability to safely do their job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do their job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.
- Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (I.C. §§ 18-3201 and 18-3202).
- Not engage in political activities while on duty.
- Not provide false or misleading information on employment applications, job performance reports or any other related personnel documents or papers.
- Not engage in conduct that violates the laws of the state of Idaho, including but not limited to I.C. §18-1356 (accepting gifts that exceed a value of \$50), I.C. §74-401 *et seq.* (Ethics in Government Act), I.C. §74-501 *et seq.* (Prohibitions Against Contracts) and I.C. §18-1359 (Using Public Position for Personal Gain).
- Not accept gifts or gratuities in any personal or professional capacity that, although it may be legal, could create the impression that the giver was seeking favor from the employee or official in violation of I.C. § 18-1356 and I.C. § 18-1357.
- Not engage in criminal conduct of any kind while on or off duty.

E. Reporting of Criminal Events.

The City requires all employees to report any post-employment criminal events to ensure workplace safety and integrity. This policy applies to all permanent, temporary, and on-leave City employees and includes events that occur after an offer of employment but before starting work.

Reporting: Employees must promptly report if they have been charged or are under investigation for a crime, as well as any criminal convictions or pleas admitting to criminal responsibility. This must be done within five business days of the event or as soon as possible if the employee is incarcerated. This requirement also extends to sex offender registrations and military court jurisdictions. Employees need to provide written documentation to the City's Human Resources (HR) Department. Failure to report or cooperate may result in disciplinary actions, up to and including termination.

The City is committed to maintaining confidentiality to the greatest possible extent while ensuring compliance with applicable laws and policies. The information reported will be handled with discretion and shared only with individuals who need to know it for legitimate business purposes.

Exclusions: Routine traffic infractions do not need to be reported unless driving is part of the employee's job duties

Consideration and Assessment of a Criminal Conviction: The City will assess each report to determine its relevance to the employee's job, the safety of other employees, clients, and visitors, and the potential impact on its reputation. Not all convictions will lead to adverse employment actions; decisions will be made on a case-by-case basis considering factors such as the relationship of the conviction to job responsibilities, the context and circumstances of the conviction, any past pattern of similar behavior, potential reputation damage, and any other relevant circumstances.

The City may also conduct updated criminal background checks to aid in these assessments and will comply with all necessary legal disclosures during this process. Depending on the nature and relevance of the conviction, actions may vary from modifying job duties to termination.

Duty to Report Child Abuse.

City employees who suspect or witness that a child under the age of eighteen (18) years may be abused, abandoned, neglected, or is in conditions that could reasonably lead to such harm, are required to report these observations to law enforcement or the Idaho Department of Health and Welfare (855-552-KIDS (5437)). Reports must be made as soon as possible and within a maximum of twenty-four (24) hours, as outlined in the Child Protective Act, Title 16, Chapter 16, Idaho Code.

Volunteerism.

Employees are encouraged to engage in community volunteer activities that enhance local quality of life, provided these activities do not interfere with their work responsibilities or require overtime without approval. Volunteering is permitted during lunch breaks, before or after work, on days off, and at City-sponsored events, as long as the duties differ from the employees' regular jobs. Employees will not be compensated for volunteer time.

Outside Employment.

Employees may hold a second job as long as it does not impact their performance at the City, complies with the conflict-of-interest policy, and receives approval from the Department Head. Holding a second job is unacceptable for poor performance, absenteeism, tardiness, leaving early,

or refusing to work overtime or different hours. If a second job interferes with City duties, the employee must stop outside employment or face potential disciplinary action, including termination.

Use of Credentials or Badge.

Employees issued official badges, insignia, or credentials must ensure these items are not used or worn by anyone else and do not leave their possession. Furthermore, these items must not be used for personal gain, benefit, influence, or in connection with any other employment.

Dress and Grooming.

The City prioritizes a professional work environment and expects employees to dress appropriately and maintain high personal hygiene standards during business hours or when representing the City. Employees should ensure their attire is clean, neat, and suitable for their roles, avoiding any stained, wrinkled, frayed, or revealing clothing. Those dressed inappropriately may be sent home to change.

Exceptions may be made for religious beliefs, disabilities, or other legally protected characteristics, with reasonable accommodations provided unless they pose an undue hardship. Employees unsure about suitable attire should consult their Department Head.

A. City Uniforms.

This policy outlines the guidelines for purchasing and issuing City uniforms, except those covered under the Post Falls Police Department's Policy and Procedure Manual. Uniforms will be silk-screened or embroidered with the City's logo. Department heads or supervisors may choose the color of items to be purchased.

Ownership of Uniforms: Uniforms provided by the City remain its property and must be returned upon the employee's separation of employment. Any unreturned items will be charged to the employee at current replacement costs, which may be deducted from their final paycheck or paid directly by the employee. Each department is responsible for tracking issued uniforms.

Use of Uniforms: Uniforms or other issued items should be worn to, from, and during work but not worn while off duty.

Additional Purchases: The City may specify vendors where employees can buy additional approved uniform items at their expense. Those purchases remain the property of the employee.

Animals in the Workplace.

Purpose.

The purpose of this policy is to ensure a professional, safe, and productive work environment by limiting the presence of animals in City facilities. While animals can bring joy and comfort, their presence in the workplace may present safety, health, and productivity concerns, as well as distractions or disruptions to employees and the public.

Policy.

Employees are generally prohibited from bringing animals into the workplace while performing their job duties. This restriction applies to all indoor City facilities, City vehicles, and public-facing service areas unless otherwise authorized by this policy.

Brief visits by an employee's pet (e.g., introducing a new dog to coworkers) may be permitted with prior supervisor approval, provided that the visit is short in duration, does not interfere with work duties or customer service, and does not pose health or safety risks to others. Such visits must be confined to areas where the employee works and may not disrupt other departments or public spaces.

The City recognizes and complies with all applicable state and federal laws concerning service animals. Requests for accommodation involving service animals will be reviewed in accordance with the Americans with Disabilities Act (ADA) and the applicable provisions of the City's Disability Accommodation Policy. Employees seeking such an accommodation should contact the Human Resources Department.

This policy does not apply to:

- **Police K-9 units or other working animals** used by the City for official business.
- **Animals authorized as part of a City-sponsored event or program**, where approved in advance by the Department Head.

Enforcement.

Supervisors are responsible for ensuring compliance with this policy. Violations may result in the employee being asked to remove the animal immediately and could lead to disciplinary action in accordance with the City's personnel policies. Employees subject to disciplinary action under this policy have the right to a review or appeal in accordance with city procedures.

Political Neutrality.

Purpose.

The City of Post Falls is committed to ensuring that all employees and volunteers maintain political neutrality while performing their official duties. This policy is designed to uphold public trust in municipal services by preventing any appearance of partisan influence or bias. It applies to all city employees, including full-time, part-time, temporary, volunteers, and contract staff, regardless of position or department, when acting in an official capacity.

Definitions.

- **Political Activity:** Any action expressing, endorsing, or opposing a political candidate, political party, or ballot measure at the federal, state, municipal, or subdivision level within the State of Idaho.
- **Official Capacity:** Actions performed as part of an employee's job duties or when representing the city, including while on duty or in city facilities.
- **Personal Capacity:** Activities conducted in a private or non-official context, where the employee is not representing the city.

Policy.

City employees must remain politically neutral in all official capacities. Employees are prohibited from engaging in any political activities that could be perceived as partisan while performing their official duties. This neutrality is essential to uphold the integrity of municipal operations and maintain public confidence in the fair and impartial delivery of government services.

Guidelines.

Employees may not display political signs, literature, or politically themed clothing while on duty or on city property, as defined in the city's election code. The use of city vehicles, equipment, or other resources for political campaigning or partisan activities is strictly prohibited. When communicating in an official capacity, employees must avoid statements that may be interpreted as support for or opposition to political candidates, parties, or issues. Personal social media accounts should clearly distinguish personal opinions from official city positions to avoid any confusion or conflict with their role as city representatives.

Political discussions or advocacy should not occur during work hours if they interfere with job responsibilities or create an impression of city endorsement. Employees who receive information requests from political candidates regarding city operations must handle such requests in accordance with public records laws and city policies. Employees must notify their supervisor when responding to candidate requests to ensure information is made available to all candidates equally. If a candidate requests a meeting with an employee to discuss city matters, the employee must inform their supervisor before the meeting occurs.

Employees participating in community events or meetings in their official capacity must maintain neutrality and provide equal access and service to all individuals regardless of political affiliation.

Enforcement.

Supervisors and management are responsible for ensuring compliance with this policy. Violations may result in disciplinary action, up to and including suspension or termination, depending on the severity of the infraction. Employees subject to disciplinary action under this policy have the right to a review or appeal in accordance with city procedures.

Exceptions.

This policy does not restrict employees from engaging in political activities during off-duty hours, provided they do not use city resources or imply city endorsement. Political expressions affixed to an employee's private vehicle, such as bumper stickers, small window decals, or modest window paint, are generally not covered under this policy. However, extensive political displays, such as large-scale window paint, full-vehicle wraps, or multiple oversized flags, may be subject to limitations if they interfere with workplace decorum, city image, or operational considerations. Employees should exercise discretion in ensuring that their personal political expressions do not create disruptions or conflicts in the workplace.

Personal Relationship Policy – Employee Dating.**Purpose.**

The City strongly believes that a work environment where employees maintain clear boundaries between personal and business interactions is necessary for effective business operations. Additionally, the City strives to provide a safe and supportive work environment where employees are free from harassment and unwanted advances. This policy generally does not prevent the development of romantic relationships between co-workers; however, it does establish boundaries as to how relationships are conducted during working hours, at work facilities, and in any other setting that impacts workplace culture. As set forth below, romantic relationships involving a supervisor and a subordinate are prohibited and, in most cases, will not be allowed. This policy places additional limits on relationships where:

- One employee is in the direct line of supervision for the other employee;
- One employee is employed in a position with access to sensitive information;
- One employee is in a position to impact the evaluation or compensation of the other; or
- Where the relationship otherwise creates the potential for mixed loyalties between the relationship and employment duties or creates workplace conflicts that negatively impact the work environment.

Policy.

A. General Standards of Conduct.

Employees dating or engaging in a romantic/sexual relationship are expected to conform to the City's Code of Ethics, the City's anti-harassment and anti-discrimination policy, and the following standards of conduct. Additional standards of conduct may be required in individual cases based on the nature of the employees' positions.

- During work hours, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or impact productivity. This includes treating their partner as they would treat any other employee. Public displays of affection or sexual contact of any kind are inappropriate in the workplace and are prohibited in the workplace (including city vehicles), whether during work hours or not.
- If the employees work on different shifts or at different locations, the employees are expected to not visit the other employee at their workplace while they are working except for business-related activities.
- Employee off-duty conduct is generally regarded as private as long as such conduct does not create issues within the workplace. However, employee conduct at work-sponsored social events still falls within this policy. In addition, if an employee's off-duty conduct impacts workplace culture or the ability of the employee's co-workers to perform their jobs, it will no longer be regarded as private.
- Employees who allow personal relationships with co-workers to adversely affect the work environment are potentially subject to disciplinary action.
- The City of Post Falls reserves the right to require further agreements and/or documentation from employees engaged in a romantic relationship if deemed necessary by the City.

B. Relationships Involving a Supervisor.

To maintain a workplace free from sexual harassment and to avoid workplace conflicts, supervisors are prohibited from dating or having sexual relationships with subordinate employees (employees who are in their direct line of supervision). If a supervisory employee and a subordinate begin a relationship in violation of this policy, they must notify Human Resources and/or their department head about the relationship in a timely manner. The City will work with both employees to resolve the situation by moving one or both employees to a different department (if a position that the employee is qualified for is available), altering the organization chart, demoting the supervisor to a non-supervisory position, or taking other steps to resolve the workplace conflict. If, in the City's opinion, the workplace conflict cannot be adequately resolved, one or both employees will be deemed to have resigned. An employee who does not cooperate with the City to resolve the conflict created by the relationship will be subject to discipline up to and including termination.

C. Relationships Involving an Employee in a Sensitive Position.

When an employee who is engaged in a workplace romantic or sexual relationship is employed in a sensitive position (defined as the Human Resources, Administration, Finance and Legal Departments) additional restrictions may be necessary to prevent workplace conflicts or the appearance of such conflicts or where there is a perception by others that there is favoritism or bias in employment decisions affecting other employees.

If an employee in a sensitive position and another employee begins a romantic relationship, they are required to timely notify Human Resources and/or their department head(s) about the relationship. The City will work with both employees to address the conflicts/potential conflicts created by the relationship by establishing a written performance plan to limit the ability of the employee to impact matters related to the employment of the other employee or their co-workers. Potential solutions may include alteration of work duties to screen the employee from involvement in issues related to their partner and/or their partner's co-workers, assignment to a different position or a different department (if available) or taking other steps to resolve the workplace conflict. Other employees impacted by the relationship may be notified of the requirements of the written performance plan to reassure the employees that steps have been taken to address any perceived bias or favoritism.

If in the City's opinion, the workplace conflict cannot be adequately resolved, the employees involved will be allowed to determine who will resign. An employee who does not cooperate with the City to resolve the conflict created by the relationship, or who fails to abide by a written performance plan, will be subject to discipline and may be terminated.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Director of HR.

Social Media.

At the City, we understand that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends, and co-workers around the world. However, using social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the City has established these guidelines for appropriate use of social media. This policy applies to all employees who work for the City.

Guidelines. In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, or web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication. The same principles and guidelines found in City policies apply to an employee's online activities. Ultimately, each employee is solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards involved. Employees should keep in mind that any of their conduct that adversely affects job performance or the performance of fellow employees or that otherwise adversely affects customers, suppliers, people who work on behalf of the City, or the City's legitimate business interests may result in disciplinary action, up to and including termination.

Know and follow the rules. Employees should carefully read the guidelines and the City's Policy

Against Harassment, Discrimination, and Retaliation, and ensure that their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject each employee to disciplinary action, up to and including termination.

Be respectful. Employees should always be fair and courteous to fellow co-workers, customers, suppliers, and people who work on behalf of the City. Employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, they should avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, or that disparage customers, co-workers, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or City policy.

Be honest and accurate. Employees should make sure that they are always honest and accurate when posting information or news, and if they make a mistake, correct it quickly. Employees should be open about any previous posts they have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Employees should never post any information or rumors that they know to be false about the City, customers, suppliers, or people working on behalf of the City.

Post only appropriate and respectful content.

- Maintain the confidentiality of the City's private or Confidential Information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Respect financial disclosure laws.
- Employees should not create a link from their blog, website, or other social networking site to a City website without identifying themselves as a City employee.
- Employees should express only their personal opinions. Employees should never represent themselves as a spokesperson for the City. If the City is a subject of the content an employee is creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the City, fellow employees, customers, suppliers, or people working on behalf of the City. If an employee publishes a blog or post online related to the work that they do or subjects associated with the City, then they should make it clear that they are not speaking on behalf of the City. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the City."

Using social media at work. Employees should refrain from using social media while on work time or on equipment the City provides unless it is work-related as authorized by the City. Employees should not use City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is prohibited. The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and

including termination.

Media contacts. Employees should not speak to the media on the City's behalf without contacting the City's Public Information Office. All media inquiries should be directed to them.

No Recording/No Camera Policy.

Unauthorized recording and electronic surveillance in the workplace are prohibited to protect employee morale and respect. Employees must not use cell phones, tablets, or similar devices to record conversations or surveil co-workers without explicit consent. However, recording for addressing specific grievances or safety issues is permitted and should not interfere with employees' rights under the National Labor Relations Act.

Required Notices and General Announcements.

Any required governmental postings are displayed on the City's employee notice boards.

Solicitation.

To maintain a distraction-free work environment, the City prohibits employee solicitation during "working time," defined as any time an employee is scheduled to work, excluding breaks or just before or after their shift. Additionally, distributing literature is not allowed during working hours or in office areas, but is permitted in break rooms, parking lots, and common areas during non-working.

Computers, Internet, Email, and Other Resources.

The City provides employees with communication tools like telephones, email, and the internet for business use. While limited personal use is allowed, it should not interfere with work duties. Employees should expect no privacy when using these tools, as the City can inspect all communications and archive them for record-keeping.

Employees must use these tools professionally, adhering to City policies against harassment, discrimination, and conflicts of interest. Sensitive information should not be sent insecurely; personal calls should be brief and infrequent. Unauthorized use, including personal calls on City phones or modifications to system settings, is prohibited and may lead to disciplinary action.

For security reasons, the City conducts video surveillance of its premises, excluding private areas like restrooms. Employees are expected to enable and comply with monitoring technologies required for business operations. Any questions or concerns about these policies should be directed to the employee's Department Head.

A. Email Use Policy.

Purpose and Scope.

This policy outlines guidelines for employees' proper use of the City's email system, managed by the I.T. Department. Email is provided to support employees in performing job duties efficiently and should be used for official business communications, consistent with business practices and applicable laws (e.g., Idaho Public Records Act). Email use should involve work-related activities, departmental communication, or inter-departmental announcements approved by the City Administrator or designee.

Right of Privacy.

Emails and attachments sent via the department's network are City property and considered department records. The City reserves the right to access, audit, or disclose any email or attachment on its system for lawful purposes. The email system is not confidential, and employees should have no expectation of privacy when using it. Employees should not use personal email accounts for department-related business.

Prohibited Uses.

The following uses of email are prohibited and may lead to disciplinary action:

- Sending messages that are derogatory, obscene, disrespectful, or harassing.
- Department-wide emails should be limited to important, business-related topics approved by the City Administrator.
- Transmitting messages under another user's name or leaving accounts logged in unattended is prohibited. Logging off when away from the computer is recommended to prevent misuse.

The City Administrator or designee may make exceptions to this policy.

B. Mobile Communication Device Use Policy.

Purpose and Scope.

This policy provides guidelines for using mobile phones and communication devices, whether City-issued, City-funded, or personally owned, during work hours or for authorized work-related activities. These devices, called Personal Communication Devices (PCDs), include mobile phones, tablets, and other wireless communication and internet-enabled devices. PCD use covers calls, texting, emailing, internet browsing, and other functions.

Privacy Policy.

Employees using City-provided or City-funded devices, internet, or phone services agree that they have no expectation of privacy regarding the use of these services, including the content of communications. The City reserves the right to access and audit all communications transmitted or stored via these services.

Policy Overview.

The City allows the use of department-issued PCDs and permits personally-owned PCDs in the workplace, with limitations. Any PCD used while on duty or for City business off-duty may be subject to monitoring and inspection per this policy.

Improper PCD use on duty may impact safety. Employees are cautioned that using personal PCDs for work, even off duty, may expose these devices and records to civil or criminal discovery under public records laws. For questions on policy application, employees should consult a supervisor.

PCD Use Guidelines.

On-duty employees should only use PCDs for official City business. PCDs may be used for brief personal communication, such as notifying family of extended hours, if necessary. Personal use of PCDs during breaks should be limited to private areas away from the public.

- **Personal Use Limits:** Extended or frequent personal use of City-issued or personal PCDs on duty is prohibited and may lead to disciplinary action. Employees may be required to

reimburse the City for charges related to personal use.

Use While Driving.

Using a PCD while driving a City vehicle can be distracting and may create a negative public impression. Employees should limit PCD use while driving to urgent matters and, if possible, should pull over to complete any communication.

Non-emergency vehicle operators should not use a PCD while driving unless it is hands-free and for business or urgent calls only.

Official Use Situations.

Personal communication devices may be used in the following situations:

- Mobile Command Posts
- Major emergencies, such as disasters or catastrophic events
- Major political or community events
- Urgent communications with external agencies
- Situations where immediate communication is needed, and other means are unavailable

Privacy Expectation.

Employees have no expectation of privacy on any City-issued or City-funded PCDs, including location tracking capabilities if present (see the Information Technology Use Policy for further details).

Generative Artificial Intelligence (AI) Tools.

The City is committed to enhancing its operations by integrating new technologies, including generative AI tools like OpenAI's ChatGPT and Google's Bard. However, employees must be aware of the risks associated with these tools, such as privacy violations, data breaches, unauthorized data use, and the potential for bias and discrimination from AI training data.

This policy mandates the responsible use of AI technologies to safeguard the City, its employees, customers, and suppliers. It applies to all City employees and encompasses all City-related work, regardless of location. Employees must ensure that their use of AI tools does not compromise data integrity or contravene data retention and deletion standards. The objective is to prevent harm while leveraging the benefits of AI in generating text, images, music, video, voice, code, and other digital content.

A. Overview.

While AI tools can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or "prompt" the AI tool in a conversational manner to find answers to questions or to create or edit written content. Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports, and other publications.
- Sales and advertising copy.
- Policies and job descriptions.

- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary City information or sensitive information about an employee, customer, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading, or—in some cases—fabricated.

B. Policy.

Limited use of generative AI chatbots will be allowed while performing work for the City, provided that the employee first obtains approval in advance from the employee's Department Head. Employees wishing to use generative AI chatbots must inform their Department Head in writing about how the AI chatbot and any AI-generated content will be used. Department Heads must approve or deny requests within 10 days, or the request shall be deemed denied. An employee who has obtained the requisite approval may use that employee's City email addresses, credentials, or phone numbers to create an account with these technologies. However, no other person's City email addresses, credentials, or phone numbers may be used to create an account with these technologies.

No confidential City data of any kind, including any other person's names, business, and personal residential and business addresses, may be submitted (copied, typed, etc.) into these platforms. Only content (text, sound, and images) in the public domain or open to public records may be submitted (copied, typed, etc.) to these platforms.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot verify information generated by the chatbot, that information cannot be used for work purposes.

As generative AI chatbots may produce content plagiarized from their knowledge base, including copyrighted works, no text generated or partially generated from a chatbot will be eligible for a copyright, trademark, or patent.

Acceptable uses include:

- For general-knowledge questions meant to enhance your understanding on a work-related topic.
- To brainstorm ideas related to projects that you are working on.
- To create formulas for Excel spreadsheets or similar programs.
- To develop or debug code to be verified before deployment.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic. Only content fully reviewed or re-written by employees may be included in the final product.

Unacceptable uses include:

- Copying and pasting, typing, or in any way submitting City proprietary content or data of

any kind into the AI chatbot.

- Failing to properly cite the source of original material submitted (copied, typed, etc.) into these platforms, including the creator's name as the author, the title of the work, and the URL, if any, that the creator specified to be associated with the work, and the license.

Any violation of this policy will result in disciplinary action, up to and including termination.

C. Training.

All employees using generative AI chatbots for work purposes must familiarize themselves with the proper use of these technologies before doing so.

All questions related to this training should be addressed with the IT Department and the Legal Department.

D. Ethical Use.

Employees must use generative AI chatbots in accordance with the City's conduct and antidiscrimination and antiharassment policies. These technologies must not be used to create content that is inappropriate, discriminatory, harassing, or otherwise harmful to others or the City. Such use will result in disciplinary action, up to and including termination.

E. Monitoring.

The City's Information Technology Use Policy and relevant monitoring policies apply when using generative AI chatbots with City information technology resources, including communications, computers, equipment and tools, email, applications, and internet and remote access equipment. Employees have no expectation of privacy in using the City's information technology resources.

If you have any questions regarding this policy, please contact the IT Department or Legal Department.

Telecommuting Policy.

A. Purpose.

The purpose of this policy is to provide the structure needed for effective implementation and operation of Telecommuting. Telecommuting refers to paid employment performed away from the Central Workplace at an Alternate Work Location for all or part of the work week. Telecommuting is generally disfavored; however, the City will consider limited Telecommuting arrangements where both the employee and the job are suited to such an arrangement. Telecommuting is not appropriate for all jobs, it is not an entitlement, and it does not change the terms and conditions of employment with the City.

B. Definitions.

Alternate Work Location: An approved worksite other than the employee's Central Workplace where official City business is performed, including an employee's residence.

Central Workplace: The principal place of work where employees normally perform their official City duties.

Telecommuter: An employee who regularly works away from their Central Workplace, either at home or at another approved Alternate Work Location, for at least a portion of their work hours. This definition does not include employees who only occasionally work remotely or whose job

function requires that a part of their work functions be conducted away from their Central Workplace.

Telecommuting: A regular work practice that involves employees performing a portion of their typical work hours at an Alternate Work Location using technology to interact with others as needed to perform work tasks.

Telecommuting Agreement: The written agreement between the City and a Telecommuter that details the terms and conditions of the Telecommuter's work and other work productivity while away from their Central Workplace. Telecommuting requires an approved Telecommuting Agreement drafted by Legal Services Department.

Work Schedule: The employee's hours of work in the Central Workplace and/or an Alternate Work Location.

C. General Requirements.

Although allowing flexibility in the workplace, this policy requires accountability to ensure that the Telecommuter completes all work in an efficient and measurable manner.

Telecommuting is not an employee right; its use rests at the discretion of the Telecommuter's Department Head, the City Administrator, and/or Human Resources. Telecommuting privileges can be terminated at any time without notice.

The City may suspend or terminate a Telecommuting Agreement at any time based on, but not limited to, declining performance, violation of this Telecommuting policy, violation of the approved Telecommuting Agreement, or for the benefit of the City. An employee may terminate the Telecommuting Agreement at any time unless Telecommuting is a condition of employment.

Telecommuters must spend at least fifty percent (50%) of their working hours at their Central Workplace.

If a Telecommuter transfers to a new position within the City, the Telecommuting privilege does not transfer with the employee.

D. Geographic Limitations & Legal Compliance.

To limit regulatory risks, telecommuting is generally restricted to locations within the State of Idaho. Given Post Falls' proximity to Washington State, the City may approve limited telework within Washington, subject to prior legal and tax compliance review. **Employees seeking to telecommute outside Idaho must obtain advance approval**, as working from another state may impose additional tax, workers' compensation, and employment law obligations on the City. **Unauthorized out-of-state telework is prohibited.**

Employees are responsible for understanding any tax or legal implications of working remotely, including potential state income tax obligations and municipal requirements. The City is not responsible for tax compliance issues related to an employee's choice of work location.

E. Eligibility.

Generally, employees must be employed with the City for at least six (6) months, and have a satisfactory performance record, before a Telecommunication Agreement will be considered.

Before entering any Telecommuting Agreement, the employee, supervisor, and Department Director, with the assistance of the HR Department, and IT, will evaluate the suitability of such an

arrangement using the following criteria prior to approving an employee to Telecommute:

- Assessing the needs and work habits of the employee compared to traits customarily recognized as appropriate for successful Telecommuters.
- Determining if the job responsibilities are appropriate for Telecommuting. Work duties, such as assisting customers, should not be shifted to other employees. Examples of jobs that are unsuitable for Telecommuting include, supervisors, equipment operators, police officers, and customer service representatives.
- Evaluating equipment needs, workspace design considerations, and scheduling issues. The employee and Department Head must review the physical workspace needs and identify an appropriate Alternate Work Location. If additional City equipment is needed to allow the employee to Telecommute, a budget request must be submitted and approved before Telecommuting can begin. The employee must provide a list of all expenses expected to be incurred by the employee to set up the Alternate Work Location, so the City is able to determine if the arrangement meets FLSA rules (see also subsection H of this policy, *IT Security and Equipment*).
- Reviewing tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working remotely. Responsibility for fulfilling all obligations in this area rests solely with the employee. This includes taxes and legal implications created from working outside the State of Idaho, if applicable.

Once the evaluation is complete, the proposed terms of a telecommuting agreement will be submitted to the Executive Compensation Committee for review and approval or denial. If the request is approved, it will be submitted to the Legal Department to develop the final agreement.

F. Telecommuting Agreement.

If an employee is approved to telecommute, a Telecommuting Agreement will be prepared by Legal Services Department and signed by the parties, which includes a specific plan for the Telecommuter. The Agreement serves solely to outline the conditions under which the Telecommuter is approved to Telecommute, it does not establish an employment contract or grant any additional rights to the Telecommuter.

Telecommuting Agreements, at a minimum, will include the following:

- The method for evaluating the Telecommuter's performance, including regular interaction by phone and email between the Telecommuter and the supervisor.
- Weekly meetings to discuss work progress and issues. Evaluation of Telecommuter performance will be consistent with that received by employees working at the Central Workplace in both content and frequency and will address completion of work objectives.
- An appropriate level of communication between the Telecommuter and supervisor will be agreed upon in the Telecommuting Agreement. The Telecommuter and supervisor will communicate at a level consistent with employees in the Central Workplace or in a manner and frequency that is appropriate for the job and the individuals involved, (it is strongly recommended that Telecommuter check in with their supervisor at the beginning and the end of their work period each day).

G. Standards Of Conduct/Work Performance/Professionalism.

The Telecommuter must follow all City of Post Falls Personnel Policies. All interactions with supervisors, co-workers, and the public must be able to occur professionally. The Telecommuter

must make every effort to limit outside interruptions and be aware of what is in the background during video or telephone conferencing. Outside distractions such as children, tv's, and pets should be minimized to the extent possible during live interactions. If distractions prevent effective interactions on a regular basis, the Telecommuting Agreement may be revised or ended.

Telecommuters must be available via phone and email during the same hours that the Telecommuter would be if working at their Central Workplace unless other arrangements are made in advance with the supervisor and/or Department Head.

Telecommuters will not hold in-person business visits or meetings with professional colleagues, customers, or the public, at their Alternate Work Location.

H. Time, Attendance, Work Schedules, And Overtime.

Telecommuter's compensation, benefits, work status, and work responsibilities will not change due to Telecommuting. Further, the amount of time that Telecommuters are expected to work per day or pay period will not change because they are Telecommuting. If Telecommuters are unable to work the complete telecommute day, commensurate leave for the hours not worked must be approved.

Work Schedules for non-exempt Telecommuters must comply with the Fair Labor Standards Act and all applicable State and City rules. The Telecommuter is required to follow normal city procedures about requesting and approval of overtime, compensatory time, and leave. The number of days in a week that employees may Telecommute is at their Department Head's discretion provided that the requirements of this policy are met.

The Telecommuter must be available for contact by their supervisor and/or Department Head and other contacts as necessary for the Telecommuter to do their job effectively. While Telecommuting, the Telecommuter is expected to report to their Alternate Work Location for work and must not travel outside of the area without specific approval from their supervisor. The Telecommuter must engage in active work in the same manner as if they were at their Central Workplace and work must not be shifted to other employees. Telecommuters may be required to report to their Central Workplace at any time during working hours.

Commute time between an approved Alternate Work Location and the Central Workplace is not considered work hours and is not compensable.

When an employee applies to Telecommute, all outside employment must be disclosed. As required for all City employees, outside employment must be compatible with the role of the staff member as a public employee; not conflict with the best interest of the City or the employee's responsibilities or hours of work; and not involve activities that would constitute a conflict of interest or have potential for a conflict of interest.

Telecommuting is not to be viewed as a substitute for dependent care. Telecommuters with dependent care situations are encouraged to have alternative solutions for providing care during the agreed upon work hours. Dependent care situations must be disclosed in the Telecommuting application and will be reviewed on a case-by-case basis.

I. IT Security and Equipment.

The Telecommuter must apply approved safeguards to protect City records from unauthorized disclosure or damage and will comply with all records and data privacy requirements set forth in local and state law.

On a case-by-case basis, the City will determine, with information supplied by the employee and supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each Telecommuting arrangement.

Equipment supplied by the City may only be maintained by the City. Equipment supplied by the Telecommuter, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to the appropriate equipment, which is subject to change at any time. Equipment supplied by the City is to be used for City purposes only. The City will not reimburse the Telecommuter for any internet connection fees the Telecommuter pays for home internet availability. The Telecommuter will ensure their Alternate Work Location has the appropriate ability to allow for connection to City servers.

The Telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect items from damage or theft. Upon termination of employment or the Telecommuting Agreement, all City property must be returned to the City unless other arrangements have been made.

The City will supply the Telecommuter with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will not reimburse the Telecommuter for business-related expenses that are due to the employee working from an Alternate Work Location. The Telecommuter will establish an appropriate work environment at their Alternate Work Location. The City will not be responsible for costs associated with the setup.

Telecommuters are expected to maintain their Alternate Work Location in a safe manner, free from safety hazards. Telecommuters are responsible for notifying their supervisor of any injuries sustained by the employee in an Alternate Work Location and in conjunction with their regular work duties and hours as soon as practicable. The Telecommuter agrees to complete provided injury paperwork as soon as practicable. The Telecommuter is liable for any injuries sustained by visitors to their Alternate Work Location.

Nursing Mother Accommodation.

As part of the City's family-friendly policies and benefits, the City supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. To the extent that the City qualifies for an exemption from this requirement, it reserves the right to invoke it.

Accommodation for Lactating Mothers: For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City may designate a room for this purpose. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting their supervisor, Department Head, or Human Resources. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work offsite or in other locations will be accommodated in a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this

break period on her time record.

Fitness for Duty.

The City is committed to maintaining a safe and productive workplace, requiring every employee to be capable of performing their duties in a safe, appropriate, and effective manner.

The City may require fitness for duty evaluations to ensure an employee's physical, mental, and emotional readiness for their job. Evaluations are typically necessary following a conditional job offer, before returning from medical leave, if an employee doubts their ability to perform job functions, or if there is reasonable belief the employee cannot safely perform their job duties.

Vehicle Use Policy.

Purpose.

It is the policy of the City to provide a safe working environment that protects our employees, volunteers, and our citizens from injury and property loss. The City considers the use of vehicles part of the working environment and is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.

Scope.

This Policy regulates the use of City vehicles by City employees. This policy also regulates the use of private vehicles for City-related work functions.

A. Safe and Courteous Driving Required.

Safe/Courteous Driving and the Use of Seat Belts and Mobile Devices: All drivers of City vehicles, and all employees driving private vehicles for City related work functions, must drive safely, legally, and courteously. This requirement includes complying with seatbelt laws and laws regulating the use of cell phones, computers, or other mobile devices. Police officers are exempt from this requirement to the extent authorized by policies of the Post Falls Police Department. Smoking or vaping in City vehicles is prohibited.

Impaired Driving: The driver of a City vehicle, or of any other vehicle being used for City business, must not operate a vehicle when their ability to do so is impaired or influenced by alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication that impacts their ability to safely drive, or illness, fatigue, or injury. The employee must report to their supervisor any reason that may affect their ability to drive safely.

Traffic Violations: All fines and other penalties due to violations of the law by the driver are the personal responsibility of the driver of any City vehicle. These costs are not reimbursable by the City and must be paid promptly by the driver.

Accident or Theft Reporting: In the event of an accident or theft of the vehicle, the driver should first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.

Drivers must have a police officer investigate any accident that involves a third party's property or where otherwise required by law. This will help ensure that the City is protected from unwarranted claims. Employees should not discuss fault with, or sign anything from anyone except for a police officer, a representative from the City's insurer or an authorized representative

of the City.

Drivers must notify their supervisor as soon as possible of the accident and fill out the Loss Incident Report and submit it to their supervisor and the City Clerk. Drivers must cooperate with the City and their insurer in managing any claims. Involvement in an accident may provide cause for drug or alcohol testing consistent with the City's policies.

B. Use Of City Vehicles.

Authorization to Use City Vehicles/Driver's License Required. Employees may only operate a City vehicle if authorized by their supervisor. Employees may not allow anyone else to operate a City vehicle. Each employee authorized to operate a City vehicle is required to have a valid driver's license appropriate for the vehicle being operated, which may include a commercial driver's license ("CDL") if required by law, to operate the vehicle. If an employee who is authorized to drive a City vehicle has their driver's license suspended or revoked, the employee must immediately notify their supervisor. At the time of the suspension or revocation, the employee's vehicle-use privileges will be suspended until the employee's driver's license has been fully restored without restriction.

Driver Evaluation. Prior to authorizing an employee to operate a City vehicle, the City may evaluate the employee's driving record.

Use of City Vehicles. City vehicles are to be used exclusively for the governmental functions of the City of Post Falls unless this policy explicitly authorizes incidental personal use of City vehicles. Additionally, a Department Head may, on a case-by-case basis, authorize incidental personal use of a City vehicle where there is a City governmental necessity that prevents the employee from using their private vehicle. City vehicles may not be used for secondary employment or for private business use.

Transporting Passengers in City Vehicles. City vehicles may only be used to transport the following passengers:

- Other City employees;
- Independent contractors whose contract with the City requires the contractor to have worker's compensation coverage;
- Participants in City recreation and similar programs;
- Persons participating in City "ride-along" programs who have signed a release of liability;
- Persons being transported to jail;
- Other persons where, in the judgment of the employee, the person's health or welfare are at risk.

However, a Department Head may authorize an employee to transport dependent family members where there is a City governmental necessity for this to occur such as an employee needing to drop off children at school before reporting to a work site where there is a need for the employee to respond quickly. The Department Head's approval must be in writing and the employee transporting family members must first sign a waiver of claims, which accepts responsibility for the associated risks and acknowledges that the City does not have insurance coverage covering their family member in the event of an accident.

Use of City Vehicles While On-Call. Employees working assigned on-call duty with a defined response time may use a City vehicle to improve that response time. On-call employees are

permitted to use the on-call vehicle for personal use outside of work hours and during lunch breaks. This includes errands within the local vicinity provided the defined response time is maintained. Employees may not use the City vehicle to haul materials or tow personal trailers. Transportation of family members may only be allowed where consistent with Section B this policy provided that the required response time is maintained. Where an employee is authorized to take a vehicle home, personal use of the vehicle may be a taxable benefit.

Parking and Avoiding Public Criticism. When not in use, vehicles should be legally parked in a safe location. City owned vehicles may not be used to visit locations or business that will subject the City to public criticism. This includes, but is not limited to bars, liquor stores, adult entertainment establishments, or marijuana retailers.

C. Use Of Personal Vehicles for City Business.

Employees who drive their personal vehicles on city governmental functions are subject to the requirements of Section A of this policy. Additionally, the employee must maintain auto liability insurance meeting the minimum state limits because personal vehicles are not covered under the City's insurance policy. The employee must maintain the vehicle in a safe operating condition.

D. Vehicle Maintenance and Repair.

Responsibility for Vehicle Maintenance. Each department is responsible for the day-to-day maintenance of each vehicle assigned to that department. If a City vehicle needs repair or maintenance, the vehicle should be taken to the City Fleet Division for repair. Details are described in the most current Fleet Procedures Handbook. If a vehicle is damaged, the fleet supervisor should be notified as soon as possible but no later than 48 hours after the damage is sustained.

Proof of Insurance. The assigned department is responsible for ensuring that the current insurance card is always kept in the vehicle.

Attendance at Training. The assigned department is responsible for ensuring that all employees who drive City vehicles attend vehicle safety and driving courses required by the City.

Employee Assistance and Drug Free Awareness.

The City recognizes the harmful effects of drug use and alcohol misuse and is committed to aiding employees who proactively seek help for such issues before facing disciplinary actions or termination. Employees may be offered support such as unpaid time off, a leave of absence, or referral to treatment providers, in compliance with legal requirements. Those in safety-sensitive positions, or who have previously violated this policy, may need to document successful treatment adherence and pass follow-up tests as part of their accommodation.

A. Work Rules.

The City enforces strict work rules to ensure a safe and effective workplace for all employees. Employees are expected to report to work fit for duty and free from any adverse effects of drugs or alcohol. While working, on City premises, or conducting work off-site, employees are prohibited from using, possessing, buying, selling, manufacturing, or dispensing illegal drugs, including drug paraphernalia, and from being under the influence of alcohol or impaired by drugs.

Possession of illegal drugs or paraphernalia will be reported to law enforcement and may lead to criminal charges. It is also prohibited for employees to have any detectable amount of alcohol, illegal drugs, or controlled substances in their system while engaging in City business or on City

property.

The policy permits the lawful use and possession of prescribed medications, provided they do not impair the employee's ability to perform their job safely and effectively. Employees must consult with their doctors regarding the effects of prescribed medications on their fitness for duty and ability to work safely, disclose any work restrictions to the City, and carry prescribed medications in containers labeled by a licensed pharmacist. However, employees are not required to disclose underlying medical conditions unless specifically directed.

B. Required Testing.

The City reserves the right to conduct various types of drug testing to ensure a safe and effective work environment:

- **Pre-employment:** All job applicants may be required to pass a drug test before they begin work or are officially offered a position. Refusal to submit to this test will result in the applicant being disqualified from further employment consideration.
- **Reasonable suspicion:** Employees may be tested for drugs or alcohol if there are observations by City personnel of apparent workplace use, possession, impairment, or if there is suspicion of impairment due to prescription drugs. The Human Resources Department must approve before an employee is sent for testing based on reasonable suspicion.
- **Post-accident:** If an employee is involved in an accident that causes serious damage to City property or results in injury requiring off-site medical attention, they are required to undergo testing. This test should be conducted as soon as possible and no later than two hours after the accident.

Follow-up: Employees who test positive for illegal drugs, are impaired by prescription drugs, are under the influence of alcohol, or otherwise violate the City's substance policy face disciplinary actions, which can include termination of employment. Depending on the specific circumstances and the employee's work history, the City may instead offer the option to return to work under certain restrictions. These conditions might entail follow-up drug testing at intervals determined solely by the City for a period ranging from one to two years. Should the employee fail to complete their rehabilitation program or test positive for substances after completing the program, they will be subject to immediate termination from their position.

Consequences of Refusing Required Testing: Applicants who refuse to participate in a drug test or test positive will not be hired. Similarly, current employees who refuse required testing, test positive, or otherwise violate this policy are subject to disciplinary actions, which can include dismissal.

C. Confidentiality.

Records relating to test results, drug and alcohol dependencies, and medical explanations are confidential to the extent allowed by law and stored securely files separate from regular personnel files.

D. Inspections.

The City may inspect all areas of its premises for drugs, alcohol, or contraband. All employees, contractors, and visitors may be required to cooperate in inspections of their personal belongings, workspaces, and other areas that might conceal contraband. Possession of contraband or refusal

to cooperate with inspections, can lead to disciplinary actions, including termination.

E. Crimes Involving Drugs.

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, or using illegal drugs on City premises, in City vehicles, or while conducting City business. Additionally, employees must not misuse legally prescribed or over-the-counter (OTC) drugs. Law enforcement will be notified if any criminal activity is suspected.

Smoke-Free Workplace.

The City committed to providing a smoke-free environment for its employees, clients, and visitors. Smoking, along with the use of e-cigarettes, chewing tobacco, and vaporizers, is prohibited throughout the workplace. This policy supports the health of our employees and ensures a pleasant working atmosphere.

Employees who wish to smoke or use tobacco products must do so during designated meal and break periods and they must be at least 25 feet away from any building and out of sight of customers. Smoking inside any buildings is strictly prohibited. Employees are also required to minimize odors before returning to work through the use of air fresheners, mints, or similar products to do so.

Workplace Violence Prevention.

The City is committed to providing a safe and violence-free workplace for its employees. Employees are prohibited from engaging in any physical confrontation with a violent or potentially violent individuals and from behaving in a threatening or violent manner. This includes threats, threatening language, harassment, menacing gestures, stalking, and any hostile or aggressive actions aimed at intimidation.

This policy covers any violent or potentially violent behavior that occurs in the workplace, while employees are engaged in the City's business, or at City-sponsored functions. Employees are responsible for helping to keep the workplace free from violence. Anyone who witnesses or experiences violent behavior or a threats should promptly report it to their Department Head or Human Resources. The City ensures that employees making such reports in good faith will not face retaliation, intimidation, or discipline.

Violent behavior or threats of violence will be met with profound consequences, including prosecution to the fullest extent possible and disciplinary actions up to termination. All reported incidents will be thoroughly investigated, and appropriate measures will be taken to address and resolve the situation.

Infectious Disease Control Policy.

Purpose and Intent of the Infectious Disease Policy: This policy outlines the City's approach to managing infectious diseases under normal circumstances and during pandemics or large-scale outbreaks. The City aims to proactively protect the workplace, maintain effective operations, and ensure the continuation of essential services while safeguarding employee health.

The City will adhere to local, state, and federal laws and guidelines, consulting with agencies like the CDC, OSHA, the Department of Labor, the EEOC, and state and local health departments to ensure compliance with relevant protocols.

A. Management of Routine Infectious Diseases (e.g. Cold, Flu)

Preventing the Spread of Infection in The Workplace: The City is committed to maintaining a clean workplace to prevent the spread of infectious diseases. This includes regular cleaning of high-touch areas, such as bathrooms, breakrooms, conference rooms, door handles, and railings. In line with CDC and OSHA guidance, the workplace will be stocked with soap, cleaning supplies, and alcohol-based hand sanitizers.

Employees are encouraged to follow best practices to minimize transmission: frequently washing hands with soap and water for at least 20 seconds, covering coughs and sneezes with an elbow or a tissue, disposing of used tissues properly, and staying home when sick. Additional preventive measures include avoiding close contact with those who are ill, not touching the face, and regularly cleaning and disinfecting commonly touched objects and surfaces.

For more detailed guidance on hand hygiene, employees can visit the [CDC's Handwashing website](#) or the [Hand Hygiene in Healthcare Settings page](#) for healthcare-specific information

Attendance and Workplace: Sick employees should stay home to recover fully before returning to work. This may include discussing the possibility of working from home or adjusting their work schedule with their Department Head.

The City also reserves the right to implement measures to prevent the spread of infection, ensuring the safety and health of all employees

B. Management During Pandemic or Large-Scale Outbreaks

During pandemics or significant outbreaks, the City may implement enhanced preventive measures including increased cleaning protocols and the use of additional personal protective equipment as needed. Social distancing guidelines may be enforced, reducing in-person interactions and encouraging the use of digital communication tools.

The City may also impose quarantine measures for employees who have been exposed to the disease, following public health guidelines. Health monitoring, including daily checks for symptoms, may be required for employees who need to be present at the workplace.

In emergencies, the City reserves the right to reassign employees to essential tasks outside their regular duties as necessary. Regular updates about the infectious disease status and workplace policies will be communicated through internal channels, and Human Resources will serve as a designated point of contact for employees to report concerns and seek information.

Attendance and Leave During Pandemic/Outbreak: During a pandemic or infectious disease outbreak, the City will maintain its standard attendance and leave policies unless otherwise directed. Employees who anticipate challenges in reporting to work should prepare contingency plans in advance. This may include discussing the possibility of working from home or adjusting their work schedule with their Department Head.

The City also reserves the right to implement measures to prevent the spread of infection during an outbreak, ensuring the safety and health of all employees.

Limiting Travel: Nonessential travel may be limited during an outbreak or pandemic. Employees who travel as an essential part of their job should consult with their Department Head on appropriate actions.

Telecommuting: Employee requests to telecommute during a pandemic or outbreak will be

handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be sent to the employees' Department Head for consideration. See *Telecommuting Policy*.

Requests for Medical Information and/or Documentation: If an employee is sick or shows symptoms of illness, the City may request medical information from them or their healthcare provider. This is to confirm the need for absence, assess the connection to an infectious disease, and ensure it is safe for the employee to return to work. The City appreciates the employee's cooperation in providing this information when needed.

Confidentiality of Medical Information: The City treats all medical information as confidential and only discloses it within the City or to government officials when legally required.

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8. GRIEVANCE PROCEDURES AND PERFORMANCE MANAGEMENT

Complaint Process and Procedure.

The City will courteously treat any person who invokes this complaint procedure and will handle all complaints swiftly and confidentially to the extent possible in complying with applicable legal standards and in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the employee's employment status. Because of the damaging nature of harassment to the victims and the entire workforce, aggrieved employees are strongly urged to use this procedure.

A. Complaint Procedure.

The City has established the following procedure for lodging a complaint of harassment, discrimination, or retaliation. The City will treat all aspects of the procedure confidentially to the extent reasonably possible.

- An individual who feels harassed, discriminated against, or retaliated against may initiate the complaint process by reporting it to their Department Head, City Administrator, or the Human Resources Department. If any employee becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of another employee coming forward, that employee should immediately report it to their Department Head, City Administrator, or the City's Human Resources Department.
- Upon receiving a complaint or report that a violation of this policy may be occurring, the City's Human Resources Department will review the complaint or report and initiate an investigation. If the allegations involve the employee's supervisor, the employee may verbally notify or file a written complaint with the City Administrator or Human Resources Department. The City has the discretion to utilize a third-party investigator if deemed appropriate under the circumstances or to conduct the investigation internally. Whenever mentioned, the descriptions of the City investigation encompass both scenarios: an internal probe by City staff or an examination carried out by a third-party investigator.
- The City's Human Resources Department will notify the person(s) (hereafter referred to as "respondent(s)") that a complaint has been made against them. The extent of information given to the respondent(s) regarding the complaint will be determined by the needs of the investigation and in balancing confidentiality to the complainant.
- The City will investigate whether there is a reasonable basis for believing that an alleged violation of this policy has occurred.
- During the investigation, the City will interview the complainant, the respondent(s), and any relevant witnesses to determine whether the alleged conduct occurred. Cooperation during any investigation is required of all employees. Failure to cooperate in any inquiry may subject an employee to disciplinary action, up to and including termination of employment.
- If it is found that harassment, discrimination, or retaliation, which violates this policy, has occurred, appropriate disciplinary action, up to and including termination, will be taken. Appropriate disciplinary action depends on various factors including, but not limited to, the conduct's severity, frequency, and pervasiveness; prior complaints made against the respondent; and prior disciplinary and work history of the respondent.

- If the investigation is inconclusive or if it is determined that there has been no policy violation but potentially problematic conduct may have occurred, appropriate preventive action, including training and education, may be implemented.
- After the investigation is concluded, the City will separately notify the complainant and the respondent(s) of the findings of the investigation. The notification shall not reveal what corrective action, if any, was administered.

B. Confidentiality.

During the complaint process, the confidentiality and privacy of the information received, the individuals involved, and the complainant will be protected to as great a degree as possible, considering the need to conduct an effective investigation and the requirements of law. Thus, the expressed wishes of the complainant for confidentiality will be considered in the context of the City's legal obligation to act on the charge, the ability to conduct an effective investigation, and the right of the respondent(s) to obtain information. These standards for confidentiality and privacy also apply to any notes or documents written by or received by the person(s) conducting the investigation.

C. Duty to Cooperate.

As a condition of employment, all employees, supervisors, and managers shall fully cooperate with investigations. This includes, but is not limited to:

- Answering all questions completely and truthfully.
- Not withholding information or evidence; and
- Not covering up or disposing of evidence.

In addition to being obligated to cooperate with investigations fully, employees are prohibited from interfering with investigations in any way. This includes but is not limited to, contacting (directly or through others) potential witnesses to seek information, influence their statements, or solicit support, and failing to disclose all information known about the incident or event fully. Interference also includes involving, attempting to involve, or influencing individuals who did not participate in or witness the incident or are not otherwise involved in the investigation.

Employee Performance and Discipline.

Purpose of Discipline/Performance Policy.

This discipline/performance policy aims to ensure a consistent process for maintaining suitable behavior and a productive working environment. All employees are expected to always perform to the best of their abilities. If an employee performs at an unsatisfactory level, is the subject of a citizen complaint, violates a policy, or commits an inappropriate act, corrective action may be taken based on the severity of the issue and the employee's disciplinary history.

The City follows a for-cause employment standard, meaning employees who have completed their probationary period shall not be terminated except for just cause. Discipline may range from verbal or written warnings to suspension or termination, depending on the nature and seriousness of the infraction. The City reserves the right to determine the appropriate level of disciplinary action necessary to address violations while ensuring fairness and consistency in enforcing workplace expectations.

Disciplinary/Performance System Framework.

The following framework guides the processes to be taken when an employee violates employment policies or fails to perform their duties adequately.

Informal performance evaluations are conducted continuously during an employee's employment with the City. This allows the City and the employee an opportunity to discuss job responsibilities and performance requirements. It also allows a chance to identify and correct any concerns and to discuss positive, practical approaches for meeting goals. It is strongly recommended that employees discuss any concerns about job performance on an informal, day-to-day basis with their supervisor or department head.

The City will strive to conduct a formal evaluation yearly. Formal evaluations also will be conducted at any time the City deems necessary, such as at the time of transfer into a new position.

Disciplinary Action.

Occasionally, it may become necessary for a supervisor to take disciplinary action when an employee exhibits behavioral problems that affect productivity or fails to perform work assignments as expected. The City will respond to deficient performance and inappropriate employee behavior or conduct to maintain an orderly, safe, and efficient work environment. The City will ensure that employees are treated respectfully during the disciplinary process and will comply with all applicable laws. Forms of discipline include verbal warnings, written warnings, performance improvement plans, temporary or permanent wage reductions, suspensions without pay, demotions, or dismissal. All adverse employment actions must go through Human Resources and the Legal Department to ensure compliance with applicable laws and policies to support the fair treatment of employees.

Setting forth this list of forms of discipline is not intended to, and does not, change the at-will nature of the employment relationship, nor does it entitle the employee to any of the less severe disciplinary options prior to termination. Progressive steps may be implemented to encourage improved performance or attitude but are not required. The City may take any of the disciplinary actions in any order when a supervisor deems an action of the employee to be serious enough to warrant such action. These processes are directory in nature, and minor variations in the processes set forth herein will not affect the validity of any actions taken pursuant to this policy.

The City maintains a structured disciplinary policy to ensure the fair and consistent treatment of all employees. Depending on the severity of the infraction, disciplinary actions may include verbal warnings, written warnings, suspension, demotion, or termination.

- **Verbal Warning:** This is issued for minor infractions or first-time offenses. It is a formal discussion between the supervisor and the employee about the behavior or performance issue.
- **Written Warning:** This is given for more serious infractions or if a verbal warning does not result in improvement. It includes a written record of the issue, the expected changes, and the consequences of failing to improve.
- **Suspension:** This is used for serious infractions or repeated offenses. The employee is temporarily removed from their duties without pay.
- **Demotion:** This is applied when an employee is unable to meet the requirements of their current position but may still contribute effectively at a lower grade.

- **Termination:** Enforced for the most severe infractions or repeated failures to meet performance or behavioral standards.

Disciplinary actions are documented and maintained in the employee's personnel file. The goal of disciplinary action is to correct behavior and support the employee in meeting City standards, ensuring a productive and respectful work environment for all.

Opportunity To Be Heard—Assertions of Unlawful Discrimination, Retaliation, and Name-Clearing Hearing.

The City may offer a name-clearing hearing to employees who suffer adverse action that may harm their reputation or employment prospects. This includes termination or demotion due to unlawful discrimination or retaliation and demotion or termination based on allegations of dishonesty, immorality, or criminal misconduct.

Failure to pursue the opportunity to be heard or name-clearing hearing procedures constitutes a waiver of this opportunity.

Job performance or attitude issues, without allegations of discrimination, retaliation, dishonesty, immorality, or criminal misconduct, will not be heard. A hearing is required only when a statement "stigmatizes" the employee's reputation, with a temporal connection to the termination or demotion, and the employee denies its truth.

The procedure for the opportunity to be heard or name-clearing hearing is as follows:

- An employee can request a name-clearing hearing within fourteen (14) days of their termination or demotion. The request must be delivered to the City's Human Resources Department. The request must state the basis for the hearing. Requests given untimely or that fail to state a legally recognized basis will not be granted. The employee will be promptly notified if the hearing is denied.
- If possible, the employee will receive a summary of stigmatizing charges or allegations made in connection with their termination with a reasonable amount of time to prepare for the hearing.
- The hearing should be scheduled promptly and additional time may be granted if the employee needs more time. A hearing officer shall convene the hearing within thirty (30) calendar days of the request. The City shall designate the hearing officer³.
- The hearing is informal and will not change any particular employment action. The only purpose of the hearing is to allow an employee to clear their name. The hearing will not exceed two hours unless the City approves otherwise.
- An audio recording of the hearing will be made and stored as part of the personnel record.
- The employee's supervisor must provide a brief written statement in response to the charges involving dishonesty, immorality, or dishonesty. The statement must be shared with the employee, the hearing officer or body. The hearing officer may require the supervisor to participate in the hearing.
- The employee has the right to be represented by a lawyer at their own expense.
- The employee will have an opportunity to present evidence supporting their claims.

³ A hearing officer conducts a name-clearing hearing and considers information on behalf of the City. They should not be the employee's supervisor or department head, but can be another City employee or independent contractor, including attorneys or individuals with expertise in employment law or human resources.

- The hearing officer or body may ask questions during this process.
- The employee may question participants during this process.
- Procedural rules and evidentiary rules do not apply to this hearing.

Within thirty (30) days of the hearing, the hearing officer will issue a written report summarizing the evidence presented. The decision will be in writing and will include the reasons for the determination. A copy of the report will be mailed to the employee and placed in the employee's personnel file.

The report does not grant any right to continued employment, limit the reasons for termination, specify the duration of employment, or imply that an employee may only be discharged for cause. This disclaimer must be clearly stated in the report.

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9. LEAVING CITY EMPLOYMENT.

Voluntary Resignation.

Employees who resign voluntarily must give written notice stating the reason for the resignation to their supervisor at least fourteen (14) working days before the last day of work. If this notice is given, the employee will be considered to have resigned in good standing and may be eligible for rehire on the same terms and conditions as other applicants.

Employee Separation Through Reduction in Force or Re-organization.

The City may reduce its workforce due to economic changes, community needs, job function changes, reorganization, or other nonperformance-based reasons. The provisions of this section do not apply to temporary or casual positions.

The Mayor, City Council, or Department Heads may reorganize departments to match employees' skills, numbers, and abilities with the department's mission, needs, or technology. This may involve eliminating one or more positions or consolidating duties. Department Heads must get approval from the City Administrator for any proposal that would reduce the workforce. When a reduction in force happens, Department Heads may keep employees whose performance, skills, and abilities best match department needs. Employees separated through a reduction in force or reorganization may be eligible for rehire based on the same terms and conditions as other applicants.

Return of Equipment and Deletion of Computer Access.

Employees must return all City property upon separation. Department Heads must notify payroll of appropriate, authorized deductions for the non-return of City property. An employment termination checklist, or alternative acceptable documentation, should be signed by the employee and supervisor and sent to payroll prior to the employee's last day to document the return of or payment for items.

The IT Administrator should be notified before an employee/computer user's separation and should assist the department with disabling computer network access, terminating email and voice mail accounts, and conducting an inventory of all hardware and software for which the terminating employee has been responsible.

Exit Interview, Final Paycheck, and Separation Benefits.

Employees or supervisors shall arrange for an exit interview with Human Resources as close to their last day of employment as practicable. Employees will be advised of any possible benefit costs and options at that time. Final paychecks will reflect all obligations owed by the City and offsets that are the departing employee's responsibility. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act ("COBRA") will be sent to the employee's last known home address.

Obligations Continuing After Termination.

Because Confidential Information and City property belong to the City, employees may not copy any documents, records, files, media, or other resources containing customer information or remove such resources from the premises or control of the City upon, or in anticipation of, separation.

Customer Information: All customers with whom employees work during the course of their employment at the City are customers of the City and not of an individual employee. Employees may not remove or use customer files or information upon or in anticipation of separation.

Non-Solicitation of Customers: Employees may not, upon or in anticipation of separation, directly or indirectly solicit on the employee's behalf or on behalf of any other business enterprise and may not agree to perform or perform services of any type that the City can render for, any person or entity who paid or engaged the City for services, or who received the benefit of the City's services, or with whom the employee had any substantial dealing.

Non-Solicitation of Employees: Employees may not take any action to recruit or assist any other entity in recruiting any other employee who works for, or who is affiliated with, the City upon, or in anticipation of, separation.

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10. EMPLOYEE PERSONNEL POLICY ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the Personnel Policy of the City. I understand and agree that it is my responsibility to read and comply with the policies contained within this document and any updates or amendments that may be made.

I understand that the Policy and all other written and oral materials provided to me are intended for informational purposes only. Neither the Personnel Policy, the practices of the City, nor other communications create an employment contract or guarantee of continued employment. I understand that the policies and benefits, both in the Personnel Policy and those communicated to me in any other fashion, are subject to interpretation, review, and change by the City at any time without notice. The City reserves the right to interpret, modify, or revise these policies as necessary to ensure compliance with applicable laws and operational needs.

I further understand that the City follows a for-cause employment standard after completing the probationary period. My employment may only be terminated for cause, except during the probationary period or as otherwise permitted by law. I understand that no representative of the City other than the City Council through formal action has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or to alter the policies outlined in this document.

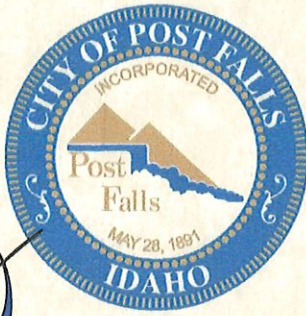
By signing below, I confirm that I have read and understand the Personnel Policy and agree to abide by its provisions.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE



Proclamation

Fair Housing Month

Whereas, April 2025 marks the 57th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

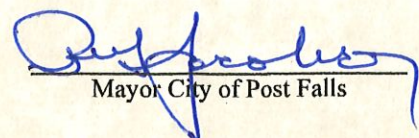
Whereas, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

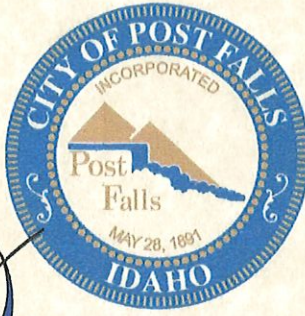
Whereas, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state and city; and equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and housing is a critical component of family and community health and stability; and

Whereas, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed; and

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim April 2025 to be Fair Housing Month in the City of Post Falls.

Dated this 15 of April, 2025.


Mayor City of Post Falls



Proclamation

Week of the Young Child™

Whereas, the Idaho Association for the Education of Young Children (Idaho AEYC) is celebrating the Week of the Young Child™, April 5-11, 2025; and

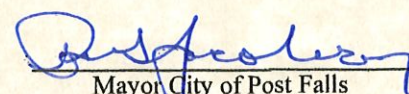
Whereas, we are working to promote and inspire high-quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children in Post Falls, Idaho; and

Whereas, teachers and others who work with or on behalf of young children birth through age eight, who make a difference in the lives of young children in Post Falls deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society;

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim April 5-11, 2025 as the Week of the Young Child™ in Post Falls, Idaho and do hereby recognize that when our community invests in early childhood education and educators, we also invest in our children and families.

Dated this 1st of April, 2025.


Mayor City of Post Falls

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 4/1/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Appointment of Deborah Patterson to the Parks and Recreation Commission -
ACTION ITEM

ITEM AND RECOMMENDED ACTION:

The mayor is seeking confirmation of the appointment of Deborah Patterson to the Parks and Recreation Commission.

DISCUSSION:

For years, the Urban Forestry Division has had an unofficial advisory board, called the Urban Forestry Subcommittee, that served as a sounding board for the Urban Forester. The Parks and Recreation Department has decided to fold the unofficial Urban Forestry Subcommittee into the Parks and Recreation Commission. Doing so will formally recognize the function of the Subcommittee while streamlining meetings and staff support for committees. It will also provide additional members for the Parks and Recreation Commission, who struggle to meet regularly due to a lack of agenda items and difficulty in maintaining a quorum.

As part of this transition, the mayor is seeking the appointment of Ms. Patterson to the Parks and Recreation Commission. Ms. Patterson has been an active long-term member of the Urban Forestry Subcommittee.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None



**CITY COUNCIL
MEETING MINUTES**

**March 18, 2025
6:00 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. CityLink Presentation and Discussion

Chad Ingle, CityLink: Weekdays, three buses depart every hour from the Riverstone Transit Center to travel key routes in Coeur d' Alene, Post Falls, and Hayden from 6:00 am to 6:00 pm. Each bus travels an average of 180 miles every day as we opt for area coverage (over frequency) in order to reach as many businesses and riders as possible. Citylink's fixed route buses are accessible for people with disabilities and are equipped with lifts, as well as destination announcements that are both auditory and visual. Under the Americans with Disabilities Act (ADA), the fixed route service is to be the primary means of public transportation for everyone, including people with disabilities. Paratransit bus service, which provides curb-to-curb service for people with an ADA-eligible, functional limitation that prevents them from using the fixed route buses part, or all of the time, within 3/4 of a mile around the fixed route. Paratransit is not medical transportation or a personalized service, it is public transportation. Paratransit riders must be able to independently access the bus and trace, with or without the help of a personal care attendant; assistance provided is limited to ambulation from the building to the vehicle, boarding, and mobility device securement. Ring-a-ride was started to provide services to seniors and individuals with a disability living outside the 3/4 of a mile area in designated supplemental areas, to bring them into the service area(3/4 of a mile of any fixed route bus route) to access shopping, medical care, etc. 65% of funds spent is reinvested locally. For every \$1 spent locally on public transit, \$5 is returned to the community.

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis
All Present

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

None

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

None

1. CONSENT CALENDAR

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – March 4, 2025, City Council Meeting
- b. Accounts Payable 3.5.25 - 3.19.25
- c. January Cash and Investments Report
- d. Killdeer Annexation (ANNX-24-4) Reasoned Decision
- e. Killdeer Development and Annexation Agreement (ANNX-24-4)
- f. Purchase of (1) JBL 270T Compact Track Loader

Motion by Malloy to accept the Consent Calendar as presented.

Second by Ziegler.

Vote: Malloy-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Plew-Aye, Davis-Aye

Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

a. Post Falls Housing Needs Analysis Report

Robert O'Brien, Camoin Associates: The City of Post Falls has experienced significant population growth. Post Falls' growth since 2000 has far surpassed Kootenai County, Spokane County, Idaho, and the national average. In 2023, 66% of housing units in Post Falls were owner-occupied. 70% of Post Falls homes are less than 35 years old. Commuting patterns show that 61% of Post Falls residents and 62% of workers have commutes of less than 10 miles. Post Falls is expected to gain another 1,500 jobs in five years, adding to the demand for housing in the city. Post Falls' median home value of \$500,000 surpasses most other markets. Asking rents topped off at \$1,474 per month but have leveled off. After several years of low vacancy rates, vacancy rates spiked and developers paused new rentals. Most home prices are far out of reach for Post Falls workers, and rent is just barely affordable. Two-thirds of Post Falls' senior renters are cost-burdened. Nearly 2,400 new housing units are needed in 5 years to accommodate population growth.

Steigleder: I have concerns about using our boomtown predictions, especially since a cooling off of the market is predicted. Is there a way we can use more conservative numbers?

O'Brien: One of the weaknesses of these reports is that they follow trends. Post Falls has a lot of desirable qualities. There is room to build.

Jon Manley, Planning Manager: Since 1990, nothing about Post Falls has been conservative growth. Even with a recession, we still had about 4.5% growth for the decade.

Steigleder: You had a job growth chart of 1,500. What is that based on?

O'Brien: The source is ESRAY which is a database. I would have to dig deeper into the slides to get that answer.

Westlund: The topic of Spokane being so close. What is the effect on our housing market?

O'Brien: I do not think it affects it. It is very easy to move across state lines. I do not think people are picking Spokane because they have to. It's because they want to. In the survey, people said they wanted to live in Post Falls because of the political views, which surprised me.

Motion by Malloy to adopt the Post Falls Housing Needs Analysis Report.

Second by Ziegler.

Vote: Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Plew-Aye, Davis-Aye, Malloy-Aye

Motion Carried

b. Memorandum of Understanding with East Greenacres Irrigation District for Seltice Way Rehabilitation Project

John Beacham, Public Works Director: In 2024, the City Council authorized design work toward the rehabilitation of Seltice Way between Chase Rd. and McGuire Rd. A major component of this project is to upgrade any pipelines under the roadway while the road is under construction. East Greenacres Irrigation District (EGID) has existing pipelines within our project area. There is a

contract between EGID and the city which outlines responsibilities when a construction project by one entity affects the infrastructure of the other. The entity initiating construction (the City) is responsible to reimburse the other entity for any work necessary to protect their infrastructure during the project. The project will include repairing the road surface and underlying baserock. Installing wastewater collection pipelines and Class A lines. The estimated total construction cost is \$10 million and is budgeted primarily through Wastewater and Streets Capital Improvements budgets. EGID will design and construct the necessary work on their lines prior to or during the City project. The City will reimburse EGID. EGID elected modifications to their lines will be at their expense. This aligns with the 1991 "Crossing Agreement". The next steps are to complete design for City work and EGID work. Review and approve designs. Both entities will bid and construct work with EGID proceeding with work first.

Motion by Malloy to approve the MOU with East Greenacres Irrigation District for Seltice Way Rehabilitation Project.

Second by Westlund.

Vote: Steigleder-Aye, Ziegler-Aye, Plew-Aye, Davis-Aye, Malloy-Aye, Westlund-Aye
Motion Carried

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

a. C-PACE Financing Program

Shelly Enderud, City Administrator: As the city explores opportunities for sustainable economic growth and development, we recommend the consideration of the Commercial Property Assessed Capital Expenditure (C-PACE) financing program as a valuable tool. This program, authorized under Idaho Code Chapter 38, Title 67, enables commercial property owners to secure financing for energy efficiency, water conservation, and renewable energy projects through voluntary property tax assessments. The benefit of C-PACE Financing is that it encourages economic development. Supports commercial property improvements, making the city more attractive for business investment. Facilitates renovations and new construction projects, increasing property values and tax revenue. Promotes sustainability and cost savings. Funds projects that reduce energy consumption, lower public health risks, and improve water conservation. Helps businesses achieve long-term cost savings through energy-efficient upgrades. Provides accessible long-term financing. It allows property owners to secure funding with no upfront costs, repaying through their property tax bills. Terms are typically longer than traditional loans, making projects more financially feasible. Minimal risk for local government. The city acts as a facilitator, not a lender. The financing is secured through a lien on the property, ensuring repayment. The city may charge an administrative fee of 1%, providing a revenue stream for program administration. Potential projects and impact. Existing commercial buildings can receive upgrades like new roofing or HVAC improvements. New construction projects can incorporate energy-efficient designs from inception. Companies looking to locate in the city may find C-PACE an attractive incentive for development.

Mayor: So there is no liability to the city. The city is not advancing any funds. All the capital funds come from the lender. The city will be paid an application fee. So the benefit to the city is more

environmentally friendly buildings.

Malloy: Do we have adequate time in the finance department to monitor this?

Enderud: Yes. This would not take much staff time.

Motion by Malloy to direct the city to move forward with the resolution for the C-PACE Financing Program.

Second by Steigleder.

Vote: Ziegler-Aye, Plew-Aye, Davis-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye

Motion Carried

b. Foxtail Park Improvement Agreement

Robbie Quinn, Parks Planner: On August 5, 2008, the city conditionally approved the Preliminary PUD and Subdivision for the Foxtail Subdivision. The parties entered into a subsequent Master Development Agreement incorporating the approvals and confirmed the parties' intention that the approval included the dedication of an 8.3-acre park to the city. The developer, Coeur Development, is submitting construction plans and seeking city approval for the Foxtail 13th Addition, which includes the design and partial construction of improvements, and dedication of the 8.3-acre public park to the city. The parks department desires to have the developer construct certain infrastructure improvements to the park, concurrent to their subdivision infrastructure improvements. In general, the park improvements will include park construction documents, site mass grading, a parking lot with associated landscaping and irrigation, a 10' wide asphalt loop path, and asphalt sports court area, playground curbing and sidewalks, and site utilities. Upon completion, city inspection, and approval of improvements, Coeur Development will dedicate the park to the city, and the city will reimburse the developer \$670,511.01 out of park impact fees. If approved park design will begin spring/summer of 2025, construction spring of 2026 with completion by October of 2026.

Plew: Why asphalt instead of concrete for the courts?

Quinn: Costs.

Motion by Malloy to approve the Foxtail Park Improvement Agreement.

Second by Ziegler.

Vote: Plew-Aye, Davis-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye

Motion Carried

c. Spokane Mountaineers MOU

Bryan Myers, Parks Manager: The Memorandum of Understanding (MOU) with the Spokane Mountaineers outlines the relationship between the two organizations, providing for the following: 1) Assistance by the Mountaineers to the city with regard to route development and stewardship of climbing and natural resources and 2) Permitting the Mountaineers to offer rock climbing instruction in the Post Falls Community Forest and Q'emiln Park. The City of Post Falls boasts unique natural cliff areas suitable for recreational rock climbing activities within the Post Falls Community Forest and Q'emiln Park. The city has limited resources for the maintenance of access trails, belay areas and rock climbing anchors. To support these activities, individuals and groups have partnered with the city to maintain and further establish trails and install fixed climbing anchors in certain areas of the park to aid in these activities. Additionally, the city has partnered with various concessionaires to offer rock climbing classes and instruction to citizens. The Spokane Mountaineers organization has a history of offering high-quality volunteer-led instructional classes throughout the region, including within Q'emiln Park. This agreement attempts to memorialize these historic activities and define how each entity will work together for

Motion by Malloy to approve the Spokane Mountaineers MOU.

Second by Steigleder.

Vote: Davis-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Plew-Aye

Motion Carried

- d. Professional Service Agreement for 2025 Comprehensive Plan Update with SCJ Alliance

Jon Manley, Planning Manager: The Planning Division is seeking approval of the Professional Service Agreement to complete the Comprehensive Plan update with SCJ Alliance. In 4/11/24 the Community Development Department performed a workshop with City Council to discuss the potential of completing a Housing Needs Assessment (HNA) and a Fiscal Impact Analysis (FIA) as part of a Comprehensive Plan Update. It is standard practice to update the Comprehensive Plan every 5 years, so we are scheduled to update the current 2020 Comprehensive Plan. With the attached Scope of Services, SCJ Alliance intends to provide the following outcomes in 5 phases:

Phase 1 Project Management

Phase 2 Inventory and Analysis

Phase 3 Engagement

Phase 4 Plan Drafting

Phase 5 Plan Finalization and Adoption

The total contract is \$179,600 plus a requested 10% contingency, to be funded by Annexation Fees.

Mayor: If approved tonight how soon would this start?

Manley: Very soon.

Motion by Malloy to approve the Professional Service Agreement for 2025 Comprehensive Plan Update with SCJ Alliance.

Second by Ziegler.

Vote: Malloy-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Plew-Aye, Davis-Aye

Motion Carried

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

a. Transportation Master Plan - Traffic Planning

Rob Palus, City Engineer: The City of Post Falls is in the process of updating the current (2017) Transportation Master Plan. Completion of the Master Plan update is being tentatively scheduled for consideration/adoption by the Council in October 2025. The Consultant has completed the collection of traffic data and updated existing model data for population and employment demographics. A public open house and Technical Advisory Group meeting were held in late 2023. In the upcoming months, the Consultant will be scheduling and conducting additional meetings with the Technical Advisory Group, Public Open Houses and an additional City Council Workshop. Engineering staff will provide an overview perspective of the City's roadway system and how data is utilized to guide City Council and Planning & Zoning on the potential impacts on the transportation network from proposed annexations and other land development actions.

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

ACTION ITEMS:

- a. 74-206.(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion by Malloy to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and that the session will last approximately 20 minutes.

Second by Ziegler.

Vote: Davis-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Malloy-Aye
Motion Carried

Entered Executive Session at 8:44 pm.

Exited Executive Session at 9:09 pm.

RETURN TO REGULAR SESSION

9. OLD BUSINESS

ACTION ITEMS:

- a. Settlement Authorization City V. GVD Partners and Redtail Construction Litigation

Motion by Malloy to approve Settlement Authorization City V. GVD Partners and Redtail Construction Litigation as discussed in Executive Session.

Second by Ziegler.

Vote: Plew-Aye, Westlund-Aye, Steigleder-Aye, Ziegler-Aye, Malloy-Aye, Davis-Aye

Motion Carried

ADJOURNMENT

9:09 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel

<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/1/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Accounts Payable 3.19.25 - 4.2.25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated April 2nd 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued. However, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$566,820.80 to be dated April 2nd, 2025. The Hand Check Accountability is for Hand Checks issued March 6th, 2025 and total \$41,895.04.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

566820.80

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 4.2.25
2. Hand Checks for Check Run 4.2.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT14797 - Check Run 4.2.25
Vendor Set: 01 - Vendor Set 01

Check Date: 3/20/2025

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 414 Finance					
D09750	DeVries Info Management				
APMWB	Check	0191943A	Shredding services	001-414.0000.62040	55.00
VEN02035	Staples, Inc				
APMWB	Check	6025433602	Office Supplies-Finance	001-414.0000.63060	18.24
Dept 414 Total:					73.24
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	11451510	PD Shredder Service	001-421.0000.62040	74.82
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transf	210830	PD Parking Citations	001-421.0000.63210	403.47
VEN14905	Car Wash Plaza				
APMWB	Check	1350	PD Car Washes - Feb	001-421.0000.67170	100.00
C1799	Cerium Networks				
APMWB	Check	1108484	PARALLELS REMOTE APPLICATION SER	001-421.0000.62040	8,250.00
VEN14145	Charter Communications				
APMWB	Electronic Funds Transf	228876901030125	Substation Internet	001-421.0000.65030	279.98
C220	Coleman Oil Co				
APMWB	Check	CP-0231643	PD Gasoline	001-421.0000.64030	5,357.23
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	14941	PD Lock & Keypad Service	001-421.0000.68010	704.95
VEN14867	CW Signs				
APMWB	Check	2771	Business Cards - Brabender, Scott	001-421.0000.63210	130.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	030698720	PD Equipment - Flashlight, Goodwin	001-421.0000.67020	68.04
		030698721	PD Equipment - Flashlight	001-421.0000.67020	68.04
		030657817	Patrol Gloves x3	001-421.0000.67020	99.36
		030657792	PD Equipment, Rifle Sling	001-421.0000.67020	47.84
		030724219	PD Uniform Pants - Sjolie	001-421.4000.72000	80.96
		030685779	PD Uniform Polo - Goodwin	001-421.4000.72000	42.32
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1158636	PFPD131 Tire Sensor Install	001-421.0000.67170	257.00
K140	Kootenai Electric				
APMWB	Check	1588061 022825	Blossom Mtn Tower	001-421.0000.65021	765.10
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11551638	911 Interpretation Services	001-421.0000.62040	50.62
VEN05531	MCCi, LLC				
APMWB	Check	RN21987	Laserfiche Annual Support Renewal	001-421.0000.62040	2,959.11
VEN08971	Mister Green				
APMWB	Check	32462	PD Spring Weed Control	001-421.0000.68010	550.00
V040	ODP Business Solutions				
APMWB	Check	412026757001	Office Supplies-Police	001-421.0000.63060	6.76
		413761658001	Office Supplies-PD	001-421.0000.63060	51.32
		412026757001	Office Supplies-Police	001-421.0000.63060	19.24
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	54176	PD Applicant Testing	001-421.0000.62040	100.00
VEN04236	Ramey's Yard Care				
APMWB	Check	792670	PD Quarterly Pest Control	001-421.0000.68010	115.00
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	9003503922	PD Batteries - AA, AAA, 3V	001-421.0000.63130	80.35
S022	Salt Lake Wholesale Sports				
APMWB	Check	103053	Ammunition	001-421.0000.63300	1,683.65

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Seirights Ace Hardware				
APMWB	Check	364649/1	PD Washers for K9 Tracking	001-421.0000.63060	4.50
		364516/1	PD Cleaning Supplies, Caulk Kwikseal	001-421.0000.63060	16.17
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4862445	Herborn Tower Rent	001-421.0000.62040	676.08
T0030	T-Mobile USA				
APMWB	Check	986172479 012525	PD Phones	001-421.0000.65030	713.12
T118	TPI Embroidery				
APMWB	Check	12086	PD Uniform Hat Embroidery	001-421.4000.72000	27.48
		12142	PD Uniform Hat Embroidery	001-421.4000.72000	25.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1699-0602	Substation Internet	001-421.0000.65030	300.00
		208-777-7569-0714	PD Wifi	001-421.0000.65030	80.90
		208-197-1077-0524	PD Internet	001-421.0000.65030	435.00
		208-197-1085-0524	PD Ethernet	001-421.0000.65030	435.00
		208-773-6415-0613	Elevator Line	001-421.0000.65030	50.06
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
		208-773-3518-0620	PD Phones	001-421.0000.65030	298.67
Dept 421 Total:					25,570.64
Dept: 423 Oasis					
VEN15072	Kevin J. Waite, P.C.				
APMWB	Check	CV28-24-8457	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 424 Legal					
D09750	DeVries Info Management				
APMWB	Check	0191943	Shredding	001-424.0000.63040	55.00
V040	ODP Business Solutions				
APMWB	Check	411415339001	Office Supplies-Streets	001-424.0000.63060	7.62
VEN14845	Smith & Malek, PLLC				
APMWB	Electronic Funds Transf	56432	HWY 41 Borrow Pit Matter	001-424.0000.62040	9,355.44
		56135	PF & CDA v KC Treasury	001-424.0000.62040	657.25
Dept 424 Total:					10,075.31
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0231643	PD Gasoline	001-427.0000.64030	176.12
F070	Fire Safety Specialists				
APMWB	Check	27258	Animal Shelter Annual Maintenance	001-427.0000.68010	62.85
V040	ODP Business Solutions				
APMWB	Check	412026757001	Office Supplies-Police	001-427.0000.63060	6.76
		412035705001		001-427.0000.63060	38.07
		412026757001		001-427.0000.63060	45.28
VEN04236	Ramey's Yard Care				
APMWB	Check	792651	AC Quarterly Pest Control	001-427.0000.68010	85.00
Dept 427 Total:					414.08
Dept: 431 Streets					
A380	American Public Works Assoc				
APMWB	Check	000868628	Membership - Ross Junkin	001-431.0000.62060	270.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	20204	Telspar posts/Aluminum blanks	001-431.0000.63260	540.00
K100	Kootenai County Solid Waste				
APMWB	Check	32216/11-68493	Wood waste	001-431.0000.68130	6.90
		32216/11-69233	General Refuse	001-431.0000.68130	13.04
VEN14930	National Safety Inc				
APMWB	Check	0751451-IN	Gloves	001-431.0000.63110	75.35
		0752171-IN	Uniform items - Dave Clancey	001-431.4000.72000	50.10
V040	ODP Business Solutions				
APMWB	Check	411415339001	Office Supplies-Streets	001-431.0000.63060	44.30

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
P410	Post Falls Highway District				
APMWB	Check	2067	February 25 Mag & Sand Usage	001-431.0000.68080	19,820.83
R251	Serights Ace Hardware				
APMWB	Check	364490/1	Shims, nuts/bolts	001-431.0000.63260	3.69
		364496/1	lamp bulbs , gas can spout	001-431.0000.63260	53.96
		364538/1	Recipricating saw blades	001-431.0000.67090	20.69
		364552/1	Fireman Nozzle	001-431.0000.68010	13.49
		364577/1	hose clamps/inserts	001-431.0000.68130	36.34
		364513/1	Cotter Pin	001-431.0000.68130	19.96
VEN02035	Staples, Inc				
APMWB	Check	6025433601	Office Supplies-Streets	001-431.0000.63060	16.29
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240138057-00	nuts bolts lag screws	001-431.0000.63260	221.89
VEN11816	TraffiCalm Systems				
APMWB	Check	INV172020	Service Fee to review repair of RRFB	001-431.0000.68140	98.00
		INV173231	RRFB replacement	001-431.0000.68140	2,302.72
VEN01033	Western Systems				
APMWB	Check	65493	Power Supply Rack mount 3A EDI	001-431.0000.63260	561.14
Z026	Ziegler Lumber Co #017				
APMWB	Check	867040	Concrete mix	001-431.0000.68130	289.80
Dept 431 Total:					24,458.49
Dept: 432 Public Works Administration					
VEN02035	Staples, Inc				
APMWB	Check	6025433603	Office Supplies-Project Management	001-432.0000.63060	129.84
Dept 432 Total:					129.84
Dept: 433 Facility Maintenance					
VEN14782	Dawson's Plumbing LLC				
APMWB	Check	0-6256	CH shower repair	001-433.0000.68010	335.67
P310	Platt Electric Supply				
APMWB	Check	8z898385	light bulbs PD	001-433.0000.63720	99.99
R251	Serights Ace Hardware				
APMWB	Check	3-63349/1	cleaning supplies	001-433.0000.63150	36.83
Dept 433 Total:					472.49
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4224225506	Fleet laundry & Rug Service	001-434.0000.63160	79.36
		4223456149	Fleet Laundry & Rug Service	001-434.0000.63160	69.06
N001	Napa Auto Parts				
APMWB	Check	333745	Dielectric Grease	001-434.0000.63011	12.18
		334632	Air Filter - stock	001-434.0000.63011	61.13
		333749	Filters - Stock	001-434.0000.63012	20.48
		332153	Core deposit from inv# 332152	001-434.0000.63012	-9.00
		332198	Air Filter - P472	001-434.0000.63012	15.22
		333745	Dielectric Grease	001-434.0000.63012	12.18
		332152	Battery & spark plug - P472	001-434.0000.63012	92.90
		334162	Battery - R101	001-434.0000.63012	144.56
		333745	Dielectric Grease	001-434.0000.63013	10.44
		334667	Power and Sync Cable - F102	001-434.0000.90010	12.87
R060	Ragan Equipment Co.				
APMWB	Check	01-155432	Bulbs - P476	001-434.0000.63012	63.34
VEN04236	Ramey's Yard Care				
APMWB	Check	792700	Fleet Quarterly rodent control	001-434.0000.68010	120.00
T106	Titan Truck Equipment				
APMWB	Check	1379161	F102 Up-fit	001-434.0000.90010	26,363.50
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P73923	Cracnkcase - S555	001-434.0000.63011	131.26
Dept 434 Total:					27,199.48

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 435 GIS					
E0495	ESRI Inc.				
APMWB	Check	94920481	Yearly ESRI GIS Licensing FEE	001-435.0000.66020	42,200.00
Dept 435 Total:					42,200.00
Dept: 441 Urban Forestry					
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1084213	Chainsaw Repair	001-441.0000.67010	95.96
I110	Idaho Fence Co, Inc.				
APMWB	Check	0036622	Fence Post Caps	001-441.0000.67090	4.80
M214	Museum of North Idaho				
APMWB	Check	0029	Museum Visit for Americorps Volunteers	001-441.0000.62040	60.00
VEN05363	North 40 Outfitters				
APMWB	Check	050248/E	Rock Breaking and Moving Tools	001-441.0000.67090	521.99
R251	Serights Ace Hardware				
APMWB	Check	364744/1	Safety Glasses	001-441.0000.63110	17.99
		364391/1	Engine Oil for 2-Stroke Equipment	001-441.0000.64030	34.08
		364394/1	Chainsaw Rebuild	001-441.0000.66190	663.29
T106	Titan Truck Equipment				
APMWB	Check	C89941	Credit for truck bed - inv# 1368099	001-441.0000.91000	-544.50
Dept 441 Total:					853.61
Dept: 442 Cemetery					
R251	Serights Ace Hardware				
APMWB	Check	3634537/1	bolt and starting fluid	001-442.0000.67030	12.46
		36910/3	set screws	001-442.0000.67030	2.60
VEN07745	Wilbert Funeral Services				
APMWB	Check	1139077	Hollenbeck	001-442.0000.63760	736.00
		1139078	Ross, Darlis	001-442.0000.63760	585.00
W230	Wilbert Precast Inc.				
APMWB	Check	1139274	FD engraving Posey	001-442.0000.63760	225.00
Dept 442 Total:					1,561.06
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	230061-10	Black Bay Parking lot design	001-443.0000.62040	740.00
		220689-13	Q'emiln Well Improvements Design	001-443.1658.62330	1,349.40
VEN05261	CDA PAVING				
APMWB	Check	103491	Earthfill Dumping from Shop Yard	001-443.0000.65050	87.15
		103366	Concrete disposal from shop yard	001-443.0000.65050	25.58
		103469	Earthfill disposal - Shop Yard	001-443.0000.65050	120.49
C210	City of Post Falls				
APMWB	Check	2025-02	Credit Account 001-431.1701.38402 for Sign	001-443.0000.63260	111.76
C3818	Cooper Fabrication, Inc.				
APMWB	Check	29918	Brackets to repair BBQ	001-443.0000.67050	25.00
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	57879	Clean Trailhead Carpets	001-443.1658.62330	792.00
F084	Five Star Concrete, Inc.				
APMWB	Check	06-002-5759	Concrete work for Woodbridge	001-443.0000.94180	3,263.20
L109	Lowe's Credit Services				
APMWB	Check	94450	Floor Finish	001-443.0000.63150	89.26
VEN14065	North Idaho Pest				
APMWB	Check	2025-01	Pest Control in all Parks	001-443.0000.68215	2,234.10
VEN14579	Planet Turf				
APMWB	Check	3010150	Fertilizer for plants	001-443.0000.68200	273.00
R060	Ragan Equipment Co.				
APMWB	Check	01-155646	Service to hedgetrimmer	001-443.0000.66190	136.65
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	107307	Logo on Rain Coat	001-443.4000.72000	7.50
R251	Serights Ace Hardware				
APMWB	Check	364730/1	Cleaner for Parks	001-443.0000.63150	6.29

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	364511/1	Bits & Wall Plate for South Parks	001-443.0000.67030	15.09
		364319/1	Hardware for North Parks	001-443.0000.67030	35.31
		364495/1	Hardware for Parks	001-443.0000.67030	47.68
		364388/1	Hardware for South Parks	001-443.0000.67030	75.18
		364709/1	Tools for Parks Construction	001-443.0000.67090	44.52
		364426/1	Tools for parks.	001-443.0000.67090	26.61
		364483/1	Tools for Construction	001-443.0000.67090	30.38
T090	Thorco, Inc.				
APMWB	Check	1795502	Bore new conduit for junction box at Comm.	001-443.1667.63009	3,900.00
U0010	ULINE				
APMWB	Check	190208642	Lock Out Tag Out items	001-443.0000.63110	590.15
		190072899	TP Dispenser	001-443.0000.63150	92.59
Dept 443 Total:					14,118.89
Dept: 445 Recreation					
V040	ODP Business Solutions				
APMWB	Check	412396337001	Office Supplies- Recreation	001-445.0000.63060	122.57
Dept 445 Total:					122.57
Dept: 451 Planning & Zoning					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR362436	Monthly Contract Charges for G736M660937001-451.1901.66140		9.33
		AR358079		001-451.1901.66140	11.12
R1541	Ricoh USA Inc.				
APMWB	Check	5071035099	Monthly Charges for CD Copiers	001-451.1901.66140	52.33
Dept 451 Total:					72.78
Dept: 452 Building Inspector					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR362436	Monthly Contract Charges for G736M660937001-452.1901.66140		9.33
		AR358079		001-452.1901.66140	11.12
R1541	Ricoh USA Inc.				
APMWB	Check	5071035099	Monthly Charges for CD Copiers	001-452.1901.66140	52.33
Dept 452 Total:					72.78
Dept: 453 Engineering					
A477	APWA				
APMWB	Check	868786	APWA Membership	001-453.0000.62060	1,289.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR362436	Monthly Contract Charges for G736M660937001-453.1901.66140		9.34
		AR358079		001-453.1901.66140	11.12
R1541	Ricoh USA Inc.				
APMWB	Check	5071035099	Monthly Charges for CD Copiers	001-453.1901.66140	52.36
VEN02035	Staples, Inc				
APMWB	Check	6025433603	Office Supplies-Project Management	001-453.0000.63060	31.59
Dept 453 Total:					1,393.41
Dept: 454 Community Development Admin					
VEN13318	OpenGov, Inc				
APMWB	Electronic Funds Transf	INV18399	OpenGov renewal	001-454.0000.66016	47,750.00
		INV18403	OpenGov renewal - additional services	001-454.0000.66016	10,847.00
Dept 454 Total:					58,597.00
Dept: 481 Capital Improvements/Contracts					
A281	Allied Fire & Security				
APMWB	Check	1625048	City Halls Fire Services 4/1/2025 - 6/30/2025001-481.0000.68010		198.87
Dept 481 Total:					198.87
Fund 001 Total:					209,079.54

Fund: 003 - PERSONNEL BENEFIT POOL

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Check	INV-3875	FSA/HSA Admin Fees	003-482.4155.71210	300.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00207012	COBRA notification letters	003-482.0000.62160	84.00
Dept 482 Total:					384.00
Fund 003 Total:					384.00
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
K08222	Kootenai Animal Hospital				
APMWB	Check	888010281	K9 Donna Medical Exam	007-425.0000.62040	1,595.33
Dept 425 Total:					1,595.33
Fund 007 Total:					1,595.33
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN13000	Commercial Electronics Corp				
APMWB	Check	INV-32825	HigherGround Radio/Call Recording Annual	008-426.0000.67260	9,745.00
Dept 426 Total:					9,745.00
Fund 008 Total:					9,745.00
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN15038	Avidex Industries, LLC				
APMWB	Check	143745	City Hall Remodel Avidex Invoice Feb 2025	011-491.1801.93163	6,353.27
VEN15028	Fire Systems West Inc				
APMWB	Check	SM262204-314	Fire Systems West Invoice 262204	011-491.1801.93163	212.50
		SM261050-314	Fire Systems West Invoice 261050	011-491.1801.93163	290.00
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-6	PW Operations Center Planning FY25	011-491.1801.93160	1,235.00
Dept 491 Total:					8,090.77
Fund 011 Total:					8,090.77
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN14992	Camoin Associates, Inc				
APMWB	Check	21074	Housing Needs Assessment Invoice #6	017-410.0000.62040	4,987.00
VEN15043	Urban3 LLC				
APMWB	Check	AC000279B	Consulting Fees - February	017-410.0000.62040	9,111.13
Dept 410 Total:					14,098.13
Fund 017 Total:					14,098.13
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT					
Dept: 442 Cemetery					
VEN15019	Kretz Kustomz LLC				
APMWB	Check	1169	CEMETERY FENCING MATERIAL	029-442.0000.80090	11,688.00
Dept 442 Total:					11,688.00
Fund 029 Total:					11,688.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0182418	Transportation Master Plan	037-431.0000.80290	19,084.00
W090	Welch Comer & Associates, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	41354090-031	CHASE ROAD BNSF RR-XING	037-431.0000.95136	1,019.60
		41354090-030	Chase BNSF RR-Xing	037-431.0000.95136	751.42
		41354090-032	CHASE ROAD BNSF RR-XING	037-431.0000.95136	5,290.09
Dept 431 Total:					26,145.11
Fund 037 Total:					26,145.11
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	27327	Black Bay Bid Schedule A	038-443.0000.94070	4,977.34
		27328	Black Bay Park Bid Schedule B	038-443.0000.94070	375.00
Dept 443 Total:					5,352.34
Fund 038 Total:					5,352.34
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98844	3/8' Nylon	650-463.0000.68025	94.00
A424	Anatek Labs, Inc.				
APMWB	Check	2505767	Surface Water	650-463.0000.68360	835.00
		2505757	Surface Water Testing	650-463.0000.68360	875.00
		2505766	Surface Water	650-463.0000.68360	565.00
VEN15002	Apollo, Inc				
APMWB	Electronic Funds Transf	30-19-004 3	January 2025 Hopper Project Construction	650-463.3125.95520	147,606.25
VEN03129	Barr Tech LLC				
APMWB	Check	10218	Bio Solids Disposal February 2025	650-463.0000.62150	62,692.50
C064	Cascade Columbia Distribution				
APMWB	Check	918869	LIME HYDRATED 35# BAG	650-463.0000.68025	1,113.00
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	90662	Round Top	650-463.0000.68010	65.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4224225669	WWTP Uniforms	650-463.4000.72000	170.86
		4223456532		650-463.4000.72000	173.23
		4222763620		650-463.4000.72000	183.67
C3090	Columbia Electric Supply				
APMWB	Check	1120-1020831	Key	650-463.0000.68010	425.00
		1120-1020837	Lights	650-463.0000.68010	485.72
VEN02383	EMD Millipore Corporation				
APMWB	Check	11560957	EfferSan Effervescent Tablets	650-463.0000.63400	241.74
		11560484	Millipore Lab Supplies	650-463.0000.63400	6,301.83
		11560483	ROCare Lab Supplies	650-463.0000.63400	190.39
G098	Grainger				
APMWB	Check	9436970538	Respirator & Cartridge	650-463.0000.63110	245.05
		9432070861	Screw Driver & Air Filters	650-463.0000.68025	230.75
H030	Hach Company				
APMWB	Check	14405600	Lab Supplies	650-463.0000.63400	621.45
		14405298	FITTING, DISCRETE, SAMPLE	650-463.0000.63400	498.10
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2025-0293	Mag Deliveries	650-463.0000.63008	9,448.40
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0182610	February 2025 Hopper Project Engineering	650-463.3125.95520	14,785.20
N001	Napa Auto Parts				
APMWB	Check	333089	Air Vent & Mount	650-463.0000.68010	15.27
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5189153	Phosphorus, Total, Test 'N Tube	650-463.0000.63400	359.00
V040	ODP Business Solutions				
APMWB	Check	413494617001	Office supplies-Wastewater	650-463.0000.63060	63.49
		413622773001	Office Supplies-Water/WW	650-463.0000.63060	69.69
O050	Oxarc Inc.				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN15021	Electronic Funds Transfr	0032277955	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	6,100.25
APMWB R251	Quality Control Service				
APMWB	Electronic Funds Transfr	INV12228389	Membrane Kits	650-463.0000.63400	421.25
APMWB	Serights Ace Hardware				
APMWB	Check	364528/1	Brass & Earplugs	650-463.0000.63110	55.76
APMWB	Check	364377/1	Lime Rust Remover	650-463.0000.63560	48.58
VEN02035	Staples, Inc				
APMWB	Check	6025433601	Office Supplies-Streets	650-463.0000.63060	49.99
APMWB	Check	6025433602	Office Supplies-Finance	650-463.0000.63060	38.48
S580	Strata				
APMWB	Check	CD2500351-IN	Construction Inspection for Hopper Project	650-463.3125.95520	1,065.15
U1006	Univar Solutions USA, LLC				
APMWB	Check	52866799	Aluminum Sulfate	650-463.0000.63490	6,647.44
Dept 463 Total:					262,781.49

Dept: 466 Wastewater - Collections

VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfr	240451-3	SH-41 & Poleline Sewer Ardurra Invoice Feb	650-466.3221.68400	1,711.25
VEN09744	Controlfreak Inc				
APMWB	Check	6744	Programming Corbin LS	650-466.0000.62040	419.60
VEN14559	One Call Concepts, Inc				
APMWB	Check	4115025	Locate Tickets Water & WW	650-466.0000.62320	197.14
		4125025		650-466.0000.62320	184.86
		5015025		650-466.0000.62320	249.80
		5025025		650-466.0000.62320	147.42
R251	Serights Ace Hardware				
APMWB	Check	364596/1	Screwdriver & Wire Stripper	650-466.0000.67090	42.28
APMWB	Check	364367/1	Wrench	650-466.0000.67090	22.49
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transfr	518	Shore Pines LS-Temporary Replacement of	650-466.0000.62040	400.00
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	7669	Flush valve repair kit.	650-466.0000.63330	1,856.50
Dept 466 Total:					5,231.34

Dept: 468 Wastewater - Surface Water

A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98920	Vactor T205	650-468.0000.67170	93.60
APMWB	Check	98861	Surface Water/Vactor	650-468.0000.67170	60.72
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4222763620	WWTP Uniforms	650-468.4000.72000	183.67
		4223456532		650-468.4000.72000	173.24
		4224225669		650-468.4000.72000	170.86
N001	Napa Auto Parts				
APMWB	Check	333417	Surface Water Mowers	650-468.0000.80240	67.98
APMWB	Check	332757	Surface Water Mowers	650-468.0000.80240	32.57
Dept 468 Total:					782.64

Fund 650 Total: 268,795.47

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0182329	12th Ave FM JUB Invoice March 2025	652-463.3228.95520	877.60
VEN11676	Keller Associates, Inc				
APMWB	Check	0242313-01	Keller 12th Ave FM Invoice #18	652-463.3228.95520	570.25
Dept 463 Total:					1,447.85
Fund 652 Total:					1,447.85

Fund: 700 - SANITATION

Dept: 461 Sanitation

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN07913	CANNON HILL				
APMWB	Check	42038	Wood Waste Dumpster	700-461.0000.65050	550.00
		41780	Wood Waste	700-461.0000.65050	326.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2798733	Dumpsters	700-461.0000.65050	63.45
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/11-69852	Yard waste disposal	700-461.0000.65050	33.75
		09-30289/11-69486	Yard Waste for Spring Clean-up	700-461.0000.65050	32.21
		09-30289/11-65788	General refuse for shop yard clean-up	700-461.0000.65050	31.45
		09-30289/11-66338	Spokane St. Island Clean-up	700-461.0000.65050	29.91
		09-30289/11-70314	Yard Waste Disposal	700-461.0000.65050	9.20
		09-30289/11-68780	Yard Waste	700-461.0000.65050	3.07
		09-30289/11-69030	Debris from Woodbridge	700-461.0000.65050	23.01
		09-30289/11-65717	General Refuse	700-461.0000.65050	10.74
		09-30289/11-7224	Yard Waste	700-461.0000.65050	29.15
		09-30289/11-65730	Woodbridge waste	700-461.0000.65050	27.61
Dept 461 Total:					1,169.55
Fund 700 Total:					1,169.55
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	144057	Well 4 Water Testing	750-462.0000.68360	2,675.00
		144270	Wells 5 & 7 Water testing	750-462.0000.68360	350.00
		144631	Water Testing	750-462.0000.68360	150.00
		144702		750-462.0000.68360	150.00
		144583		750-462.0000.68360	150.00
		144457		750-462.0000.68360	150.00
		144386		750-462.0000.68360	30.00
A365	American On-Site Services				
APMWB	Check	164626	CCC Class	750-462.0000.63280	117.37
		162887	CCC Backflow Class	750-462.0000.63280	127.57
VEN13104	Bluejay Industrial Inc				
APMWB	Check	37272	ROPE POLYESTER DB WHITE 3/8"	750-462.0000.63280	278.40
VEN05261	CDA PAVING				
APMWB	Check	103340	3/4" Crushed Rock	750-462.0000.63280	89.35
		103367		750-462.0000.63280	83.24
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012318885.001	Ross Point Repair Parts	750-462.0000.63280	95.99
		S012318885.002		750-462.0000.63280	104.51
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	6301	Consulting for Cell Tower Leases	750-462.0000.62040	429.25
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0182547	Water Tower Structural Analysis	750-462.0000.62040	595.00
N0991	Norco Inc				
APMWB	Check	0043053492	Hard Hat	750-462.0000.63110	11.45
N107	Norlift Inc				
APMWB	Electronic Funds Transf	20082907	Upright Beams	750-462.0000.63280	637.12
		20082950	Diffrence between returned Beams	750-462.0000.63280	44.12
		20083014	Shelves for Shop	750-462.0000.68010	1,226.42
V040	ODP Business Solutions				
APMWB	Check	413622415001	Office Supplies-Water/WW	750-462.0000.63060	64.58
VEN14559	One Call Concepts, Inc				
APMWB	Check	5025025	Locate Tickets Water & WW	750-462.0000.62320	147.42
		4125025		750-462.0000.62320	184.86
		5015025		750-462.0000.62320	249.79
		4115025		750-462.0000.62320	197.15
P180	Perfection Tire				
APMWB	Check	1087058	Oil Change & Tire Rotation W120	750-462.0000.67170	179.85
P310	Platt Electric Supply				

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	6C61839	Redlithium Battery	750-462.0000.63280	279.00
P4835	ProPrint				
APMWB	Check	66918	Hang Tags	750-462.0000.63280	307.00
R251	Serights Ace Hardware				
APMWB	Check	364614/1	Hose Nozles	750-462.0000.63280	53.08
		364564/1	Cupwheel	750-462.0000.63280	49.49
		364424/1	Water Shop Supplies	750-462.0000.63280	22.70
Dept 462 Total:					9,229.71
Fund 750 Total:					9,229.71
Report Total:					566,820.80



Fund	Account	Amount
001 - GENERAL FUND		
	001-414.0000.62040	55.00
	001-414.0000.63060	18.24
	001-421.0000.62040	12,110.63
	001-421.0000.63060	97.99
	001-421.0000.63130	80.35
	001-421.0000.63210	533.47
	001-421.0000.63300	1,683.65
	001-421.0000.64030	5,357.23
	001-421.0000.65021	765.10
	001-421.0000.65030	2,756.23
	001-421.0000.67020	283.28
	001-421.0000.67170	357.00
	001-421.0000.68010	1,369.95
	001-421.4000.72000	175.76
	001-423.1153.68400	1,495.00
	001-424.0000.62040	10,012.69
	001-424.0000.63040	55.00
	001-424.0000.63060	7.62
	001-427.0000.63060	90.11
	001-427.0000.64030	176.12
	001-427.0000.68010	147.85
	001-431.0000.62060	270.00
	001-431.0000.63060	60.59
	001-431.0000.63110	75.35
	001-431.0000.63260	1,380.68
	001-431.0000.67090	20.69
	001-431.0000.68010	13.49
	001-431.0000.68080	19,820.83
	001-431.0000.68130	366.04
	001-431.0000.68140	2,400.72
	001-431.4000.72000	50.10
	001-432.0000.63060	129.84
	001-433.0000.63150	36.83
	001-433.0000.63720	99.99
	001-433.0000.68010	335.67
	001-434.0000.63011	204.57
	001-434.0000.63012	339.68
	001-434.0000.63013	10.44
	001-434.0000.63160	148.42
	001-434.0000.68010	120.00
	001-434.0000.90010	26,376.37
	001-435.0000.66020	42,200.00
	001-441.0000.62040	60.00
	001-441.0000.63110	17.99
	001-441.0000.64030	34.08
	001-441.0000.66190	663.29
	001-441.0000.67010	95.96
	001-441.0000.67090	526.79
	001-441.0000.91000	-544.50
	001-442.0000.63760	1,546.00
	001-442.0000.67030	15.06
	001-443.0000.62040	740.00
	001-443.0000.63110	590.15
	001-443.0000.63150	188.14
	001-443.0000.63260	111.76
	001-443.0000.65050	233.22

001-443.0000.66190	136.65
001-443.0000.67030	173.26
001-443.0000.67050	25.00
001-443.0000.67090	101.51
001-443.0000.68200	273.00
001-443.0000.68215	2,234.10
001-443.0000.94180	3,263.20
001-443.1658.62330	2,141.40
001-443.1667.63009	3,900.00
001-443.4000.72000	7.50
001-445.0000.63060	122.57
001-451.1901.66140	72.78
001-452.1901.66140	72.78
001-453.0000.62060	1,289.00
001-453.0000.63060	31.59
001-453.1901.66140	72.82
001-454.0000.66016	58,597.00
001-481.0000.68010	198.87
Fund 001 Total:	209,079.54
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	84.00
003-482.4155.71210	300.00
Fund 003 Total:	384.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	1,595.33
Fund 007 Total:	1,595.33
008 - 911 SUPPORT	
008-426.0000.67260	9,745.00
Fund 008 Total:	9,745.00
011 - FACILITY BUILDING RESERVE	
011-491.1801.93160	1,235.00
011-491.1801.93163	6,855.77
Fund 011 Total:	8,090.77
017 - ANNEXATION FEES	
017-410.0000.62040	14,098.13
Fund 017 Total:	14,098.13
029 - CEMETERY CAPITAL IMPROVEMENT	
029-442.0000.80090	11,688.00
Fund 029 Total:	11,688.00
037 - STREETS IMPACT FEES	
037-431.0000.80290	19,084.00
037-431.0000.95136	7,061.11
Fund 037 Total:	26,145.11
038 - PARKS IMPACT FEES	
038-443.0000.94070	5,352.34
Fund 038 Total:	5,352.34
650 - RECLAIMED WATER OPERATING	
650-463.0000.62150	62,692.50
650-463.0000.63008	9,448.40
650-463.0000.63060	221.65
650-463.0000.63110	300.81
650-463.0000.63400	8,633.76
650-463.0000.63490	6,647.44
650-463.0000.63560	48.58
650-463.0000.68010	990.99
650-463.0000.68025	1,437.75
650-463.0000.68360	2,275.00
650-463.0000.68820	6,100.25
650-463.3125.95520	163,456.60
650-463.4000.72000	527.76
650-466.0000.62040	819.60
650-466.0000.62320	779.22
650-466.0000.63330	1,856.50
650-466.0000.67090	64.77
650-466.3221.68400	1,711.25
650-468.0000.67170	154.32

	650-468.0000.80240	100.55
	650-468.4000.72000	527.77
	Fund 650 Total:	268,795.47
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3228.95520	1,447.85
	Fund 652 Total:	1,447.85
700 - SANITATION		
	700-461.0000.65050	1,169.55
	Fund 700 Total:	1,169.55
750 - WATER OPERATING		
	750-462.0000.62040	1,024.25
	750-462.0000.62320	779.22
	750-462.0000.63060	64.58
	750-462.0000.63110	11.45
	750-462.0000.63280	2,288.94
	750-462.0000.67170	179.85
	750-462.0000.68010	1,226.42
	750-462.0000.68360	3,655.00
	Fund 750 Total:	9,229.71
	Report Total:	566,820.80

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RU

3/6/2025	\$13.17	99896	AT&T Mobility	Pay Before Due Date
3/6/2025	\$90.46	99897	AT&T Mobility	Pay Before Due Date
3/6/2025	\$656.17	99898	AT&T Mobility	Pay Before Due Date
3/6/2025	\$628.35	99899	AT&T Mobility	Pay Before Due Date
3/6/2025	\$2,605.64	99900	Avista	Pay Before Due Date
3/6/2025	\$28,728.09	99901	Idaho State Tax Commission	Pay Before Due Date
3/6/2025	\$144.35	99902	Kootenai Electric	Pay Before Due Date
3/6/2025	\$460.14	99903	Post Falls Food Bank	Pay Before Due Date
3/6/2025	\$501.32	99904	Ricoh USA Inc.	Pay Before Due Date
3/6/2025	\$279.96	99905	Spectrum	Pay Before Due Date
3/6/2025	\$279.96	99906	Spectrum	Pay Before Due Date
3/6/2025	\$419.94	99907	Spectrum	Pay Before Due Date
3/6/2025	\$169.98	99908	Spectrum	Pay Before Due Date
3/6/2025	\$10.00	99909	Spectrum	Pay Before Due Date
3/6/2025	\$16.94	99910	Spectrum	Pay Before Due Date
3/6/2025	\$135.83	99911	TDS	Pay Before Due Date
3/6/2025	\$120.03	99912	Verizon Wireless	Pay Before Due Date
3/6/2025	\$80.02	99913	Verizon Wireless	Pay Before Due Date
3/6/2025	\$120.03	99914	Verizon Wireless	Pay Before Due Date
3/6/2025	\$191.80	99915	Verizon Wireless	Pay Before Due Date
3/6/2025	\$244.00	99916	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99917	Ziply Fiber	Pay Before Due Date
3/6/2025	\$1,350.00	99918	Ziply Fiber	Pay Before Due Date
3/6/2025	\$143.34	99919	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99920	Ziply Fiber	Pay Before Due Date
3/6/2025	\$2,653.76	99921	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99922	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99923	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99924	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99925	Ziply Fiber	Pay Before Due Date
3/6/2025	\$244.00	99926	Ziply Fiber	Pay Before Due Date
3/6/2025	\$143.76	99927	Ziply Fiber	Pay Before Due Date
	\$41,895.04			

JN 04.02.25

Various

001-424.0000.65030

650-466.0000.65030

650-463.0000.65030

Various

001-22095, 700-22095

Various

001-22110

001-421.0000.66050

001-412.0000.65040

001-412.0000.65040

001-412.0000.65040

001-443.0000.65030

001-443.0000.65030

001-417.0000.63080

001-443.0000.65030

001-453.0000.65030

001-452.0000.65030

001-424.0000.65030

Various

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

650-463.0000.65030

008-426.0000.65031

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/1/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bryan Myers, Park Manager

SUBJECT: Trailer Park Wave Maintenance Services Agreement With Avista Utilities

ITEM AND RECOMMENDED ACTION:

With approval of the consent agenda, the City Council authorizes the Mayor to sign Amendment 2, extending the agreement term until April 2030.

DISCUSSION:

The City of Post Falls has a long history of working with Avista Utilities to provide recreation opportunities for the public. This history includes the coordinated effort to make Q'emiln Park, Falls Park, the Trailer Park Wave access, and portions of the Post Falls Landings available to the citizens of Post Falls.

The Trailer Park Wave access is located on W. Lundy Blvd. This 1.77-acre riverfront parcel is located at the confluence of the Spokane river channels and, as a result, the river forms a natural wave suitable for whitewater kayak activities. The site was developed by Avista Utilities in 2014-15 and, upon completion, the City of Post Falls entered an agreement with Avista to provide Maintenance Services for the improvements. Five years later, February 2020, this agreement was renewed. Site improvements at this location include a vault toilet facility, a 5-vehicle gravel parking area with one concrete surface ADA parking stall, log-style benches and a gravel-surfaced access trail to the Spokane River.

The Agreement will extend the term of the existing agreement for an additional 5 years, expiring on April 13, 2030, unless terminated with 30 days prior written notice from the terminating party to the other party. The cities' obligations are to maintain the facilities according to the terms of the agreement. Included in this scope of work are custodial services associated with the restroom facility, trash removal, seasonal mowing, and snow removal operations, etc. Avista will compensate the City for these services, approximately \$12,275 in FY 2025. to include an annual escalation outlined in the terms of the agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 4, 2020 - Approved
April 2015 - Approved

APPROVED OR DIRECTION GIVEN:

Approved previous maintenance service agreements presented in April 2015 and February 2020

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

General Fund Revenue is \$10,000 annually, adjusted by a mutually agreed-upon ECI and expenses associated with the maintenance of recreation facilities.

BUDGET CODE:

001-443.1658.34255

ATTACHMENTS:

1. R-40198 Amend 2 - Extend Term until April 2030 - For Signature
2. Maintenance Agreement Amendment 1

Amendment No. 2 to Avista Contract No. R-40198
between
Avista Corporation (“Avista”)
and
City of Post Falls (“City”)

This Amendment to the Maintenance Services Agreement identified by the above-referenced Avista Contract Number (the “Agreement”), between Avista and the City will be effective when signed by both Parties. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Agreement, the provisions of this Amendment will govern, and the contradicted, superseded or inconsistent provisions will be amended accordingly.

The Agreement is amended as follows:

1. In accordance with Section 3 (Term and Termination) of the Agreement, the Parties desire to extend the Agreement by mutual written agreement. Therefore, the Agreement will remain in effect for a second term of five (5) years (the “Second Term”), expiring on April 13, 2030, unless terminated with 30 day’s prior written notice from the terminating Party to the other Party.

Except as set forth in this Amendment, all other terms of the Agreement remain in effect.

Avista Corporation

(Signature)

Jillian Caires

(Printed Name)

Director, Environmental Affairs

(Title)

(Date)

City of Post Falls

(Signature)

(Printed Name)

(Title)

(Date)

Amendment No. 1 to Avista Contract No. R-40198
between
Avista Corporation ("Avista")
and
City of Post Falls ("City")

This Amendment to the Maintenance Services Agreement identified by the above-referenced Avista Contract Number (the "Agreement"), between Avista and the City will be effective when signed by both Parties. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Agreement, the provisions of this Amendment will govern, and the contradicted, superseded or inconsistent provisions will be amended accordingly.

The Agreement is amended as follows:

1. In accordance with Section 3 (Term and Termination) of the Agreement, the Parties desire to extend the Agreement by mutual written agreement. Therefore, the Agreement will remain in effect for a second term of five (5) years (the "Second Term"), expiring on April 13, 2025, unless terminated with 30 day's prior written notice from the terminating Party to the other Party.

Except as set forth in this Amendment, all other terms of the Agreement remain in effect.

Avista Corporation

(Signature)

Bruce Howard

(Printed Name)

Sr. Director, Environmental Affairs

(Title)

(Date)

City of Post Falls

(Signature)

(Printed Name)

Mayor, City of Post Falls

(Title)

(Date)

**Maintenance Services Agreement
Avista Contract R-40198**

This Maintenance Services Agreement ("Agreement") is entered into between Avista Corporation ("Avista"), a Washington corporation and the City of Post Falls (the "City") (individually, a "Party" and collectively, the "Parties").

Background and Purpose: Avista has constructed a semi-natural recreation site known as "Trailer Park Wave Day Use Area" (the "Project") for the benefit of the general public in compliance with its (i) Federal Energy Regulatory Commission ("FERC") Spokane River Project License, FERC No. 2545, (the "License") and (ii) Spokane River Project Recreation Plan ("Recreation Plan"). Avista desires to retain the services of a qualified entity to provide maintenance services ("Services") at the Trailer Park Wave Day Use Area ("Premises"), and the City, through its Parks and Recreation Department, desires to provide the required Services in return for equitable compensation, subject to the terms of this Agreement. Therefore the Parties agree as follows:

1. **Scope of Services:** The City shall maintain the Premises identified on the attached maps incorporated into this Agreement as part of "Exhibit A", in accordance with the attached Scope of Work incorporated into this Agreement as "Exhibit B", and as requested by Avista's Representative identified in Section 8 below. Additional services or modifications to the Services requested by Avista will be performed in accordance with written Work Authorizations or Change Orders, mutually agreed to by the Parties, which will be incorporated into this Agreement by this reference upon execution.
2. **Compensation:**
 - 2.1 In consideration for the satisfactory performance of the Services, Avista will pay the City \$10,000 annually, throughout the Term defined in Section 3 below, provided however, that such compensation in years 2 through 5 may be increased by the lesser of (i) 3% or (ii) the Employment Cost Index for "Compensation for non-seasonally adjusted, private worker, Professional and business services indices" published by the Bureau of Labor Statistics, U.S. Department of Labor at www.bls.gov (the "BLS"), for the 12-month period ending December 31" of the previous year, as calculated by the BLS for such index. Compensation for Services furnished under Work Authorizations and/or Change Orders will be payable in accordance with the City's pricing specified in such Work Authorizations or Change Orders.
 - 2.2 The City shall invoice Avista by January 20th of each year for the Services to be rendered during that calendar year, or as otherwise agreed to by the Parties. The City shall place Avista's Contract Number assigned to this Agreement on all invoices and submit such invoices to: Avista Corporation, PO Box 3727, Spokane, WA 99220-3727, Attention: René Wiley – MSC-1. Payment for all undisputed invoices will be due 30 days after receipt unless otherwise agreed to by the Parties.
 - 2.3 The compensation applicable under this Agreement is inclusive of all taxes and overhead associated with the City's performance of the Services, including sales, use and value-added taxes. The City will be responsible for the transmittal of such tax payments to the taxing authority. In no event will Avista be liable for any taxes based on the City's income.
3. **Term and Termination:** This Agreement will become effective when executed by both Parties and remain in effect for an initial term of 5 years (the "Term") unless terminated with 30 days' prior written notice from the terminating Party to the other Party, or extended by mutual written agreement between the Parties.
4. **Independence:** The City shall at all times be deemed an independent contractor and not an agent or representative of Avista with regard to performance of the Services. The City shall not represent that it

is, or hold itself out as an agent or representative of Avista. In no event is the City authorized to enter into any agreements or undertakings for or on behalf of Avista. The City and its employees are not employees of Avista and, as such, are not entitled to any benefits or compensation to which Avista employees are entitled. Avista will not be responsible for the payment of withholding taxes, unemployment insurance, worker's compensation, social security, pensions, licenses or other fees in connection with the performance of the Services; such costs are the sole responsibility of the City.

5. **Means and Methods:** Subject to compliance with this Agreement, the City shall be free of any control by Avista in selecting the means, methods, techniques and/or procedures used in the performance of the Services, provided that all or part of the Services are within, or adjoining the boundaries the Premises. The City understands that this Agreement may be subject to FERC approval. Avista retains the right to ensure compliance with the conditions of the FERC License and to protect and enhance the scenic, recreational, cultural and environmental values and requirements associated with the Spokane River Project. Notwithstanding any provision contained in this Agreement, Avista, its successors, and assigns, shall have the right at all times to perform any and all acts required by an order of FERC or its successors affecting the Premises without prior approval of THE CITY.
6. **Standard of Performance:** The City shall provide the Services in a good and professional manner in accordance with all applicable laws, and the standard of care and skill (ordinarily recognized under similar circumstances) by a skilled provider of similar services.
7. **Readiness:** The City certifies that it is properly licensed, equipped, organized and financed to perform the Services in accordance with this Agreement.
8. **Representatives:** Avista's Representative, René Wiley, who has the authority to bind Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice (subject to Avista financial authority limits) in connection with the City's performance under this Agreement requiring Avista's approval, acceptance, authorization or notice, may be contacted by email at rene.wiley@avistacorp.com or by telephone at (509) 495-2919. The City's Representative, Dave Fair, may be contacted by email at dfair@postfallsidaho.org or by telephone at (208) 773-0539.
9. **Defects, Errors and Omissions:** The City shall remedy, at no cost to Avista, any defect in the Services caused by any failure on the part of the City to carry out the Services in accordance with the provisions of this Agreement.
10. **Indemnity:** To the extent allowed under Idaho law, the City shall defend, indemnify and hold Avista, its directors, officers, employees, and agents, harmless from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages brought against or incurred by Avista to the extent resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of the City or its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of the City's obligations under this Agreement.
11. **Insurance:** The City shall secure and for the duration of this Agreement, continuously carry General Liability insurance with a minimum single limit of \$500,000 for claims made under the Idaho Tort Claims Act and \$1,000,000 for all other claims, for bodily injury, property damage and Contractual Liability specifically related to the indemnity provisions of this Agreement, and Automobile Liability insurance with a minimum single limit of \$500,000 for claims made under the Idaho Tort Claims Act and \$1,000,000 for all other claims, for bodily injury and property damage with respect to the City's vehicles whether owned, hired or non-owned, assigned to, or used in the performance of the Services.
12. **Conflict of Interest:** The City certifies that: (i) it is not aware of the existence of any relationship, family, business, contractual or otherwise, between themselves, their principals, officers or employees

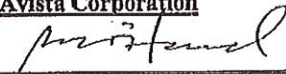


and Avista, its directors, officers or employees, that could be construed as a conflict of interest, and (ii) it will not perform any work for or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to Avista during the term of this Agreement, without first obtaining the written approval of Avista.

13. **Entire Agreement:** This Agreement contains the entire understanding between the Parties on its subject matter. Any representation, promise, modification or amendment to this Agreement (including any incorporated documents), except as provided for in this Agreement, will not be binding upon either Party unless reduced to writing and signed by each Party's authorized representative. The invalidity or unenforceability of any provision under this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement, or to exercise any rights available to it under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
14. **Headings:** Section headings are for convenience only and will not be given effect in interpretation of this Agreement.
15. **Assignment:** The City may not assign this Agreement, in whole or part, without the prior written consent of Avista. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
16. **Governing Law.** This Agreement will be interpreted and enforced in all respects in accordance with the laws of the State of Idaho without giving effect to its principles of conflicts of law.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Avista Corporation



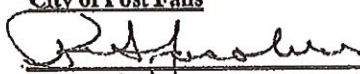
(Signature)
Bruce Howard

(Printed Name)
Director, Environmental Affairs

(Title) 4/13/15

(Date Signed)

City of Post Falls



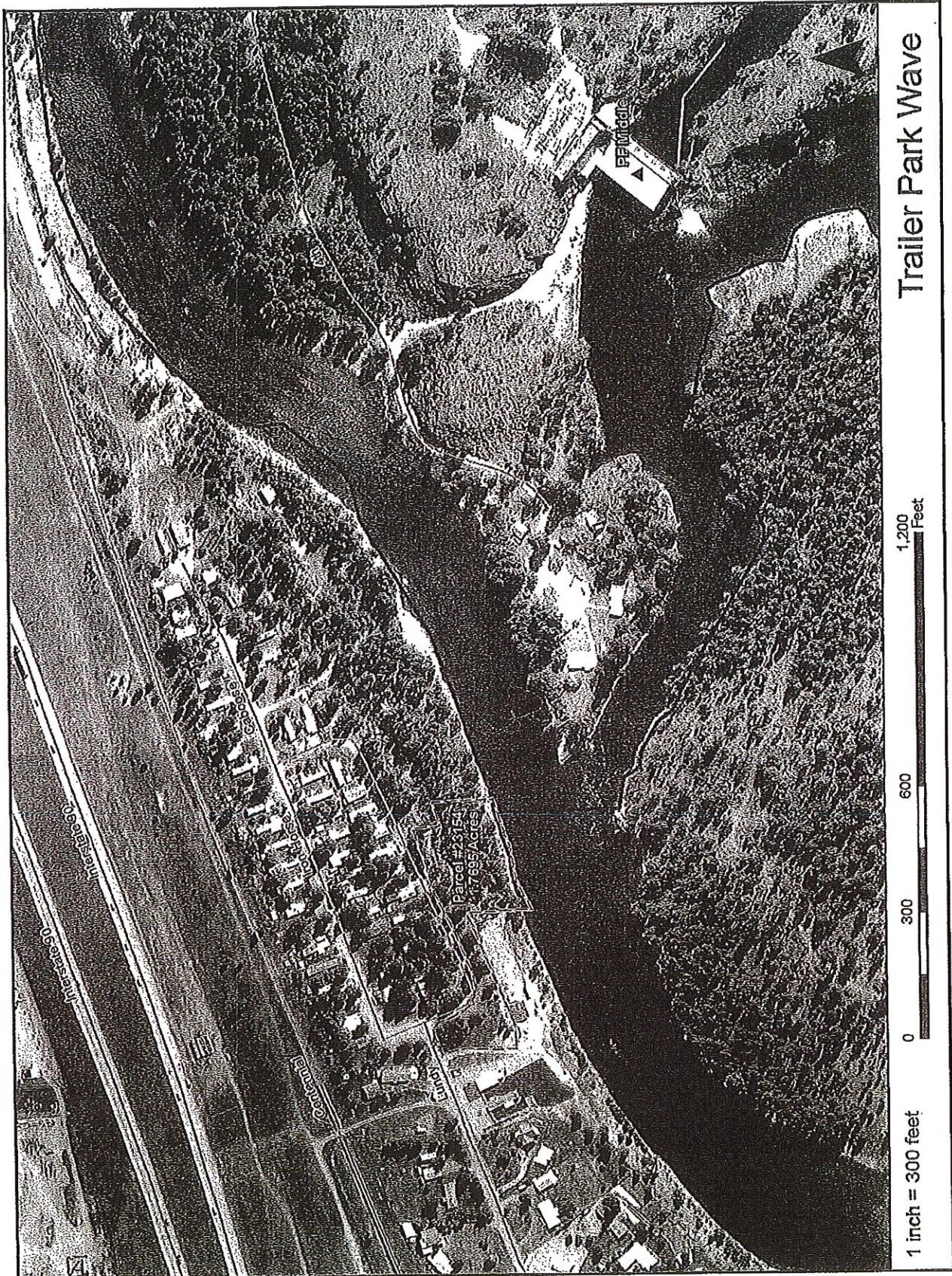
(Signature)
Ronald G. Jacobson

(Printed Name)
Mayor

(Title) 4/13/15

(Date Signed)

"EXHIBIT A"



Site Provided by...
governmax.com 142

Parcel		Parcel Number P00000041550		AIN 120982	Site Address	
Property Info		Owner Name AVISTA CORPORATION		Owner Information		
Parcel		Owner Address PO BOX 3727		SPOKANE WA 89220		
Total View		Transfer Date 12/15/2011				
Parcel Map =>		Document #				
Statistics		Deed Book/Page				
Address						
Parcel Number						
Owner						
AIN						
Functions		Location / Description				
Home		Tax Authority 011000		Current Legal Desc. TAX #23154 (IN GOVT LT 7) Section		
Department Index		Group		04 Township 60N Range 05W		
Assessor Home		Site Address				
Treasurer Home		Acreage 1.7695				
Welcome Page						
Login / Logout						
Billing / AQ		Parcel Type				
Property Search		Property Class Code 421- Comm lot/tract in city				
Printing Parcel Map		Neighborhood Code 29 MH PARKS				
Help						
Contact Us						
Sales/Inquiries						
Area and Search						
Assessment Information						
Appraisal Date	01-01- Current Year - 2012	0	Prior Year - 2011	0		
Market Value Land	\$44,237 Homeowners Eligible Amt	\$0	Homeowners Eligible Amt	\$0		
	Land		Land			
Market Value Improvement	\$0 Homeowners Eligible Amt	\$0	Homeowners Eligible Amt	\$0		
	Imp		Imp			
Total Market Value	\$44,237 Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0		
	Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0		
Acreage	1.7695 Total Market Value	\$44,237	Total Market Value	\$20,735		
	Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0		
	Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0		
	Net Taxable Value	\$44,237	Net Taxable Value	\$20,735		

Print Back to List << First < Previous Next > Last >>

http://id.kootenai-assessor.governmax.com/propertyinfo/CRM/tab/parcel/00709.aspx?m=base_new&l=cr=1&l=ac=parcelId=P... 07-27-2012

Dec. 20, 2011 1:16PM Kootenai Title

No. 1155 P. 2



KOOTENAI TITLE
MAKE A REQUEST FOR THE BEST

File No. 77100TOW

WARRANTY DEED

CLIFFORD T. HAYES 3P 2336988000
KOOTENAI COUNTY RECORDER Page 1 of 3
SJC Date 12/15/2011 Time 04:28:12
REG OF KOOTENAI COUNTY TITLE
RECORDING FEE: \$18.00
2336988000 DD

For Value Received

Roy N. Schons, a single man and Daniel S. Treend, a single man

The Grantor, does hereby grant, bargain, sell and convey unto

Avista Corporation, A Washington Corporation

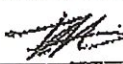
Address: P.O. Box 8727, Spokane, WA 99200
The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

See Exhibit "A" attached hereto and made a part hereof for legal description:
public

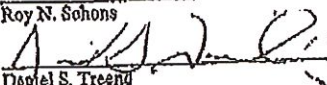
Together with an easement for ingress, egress and utilities over, under and across the existing road known as Lundy Drive.
Reserving unto the grantors herein, their successors and assigns, the right and power to convey said easement to other persons.

To have and to hold the said premises, with their appurtenances, unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that they are the owner in fee simple of said premises; that they are free from all encumbrances, EXCEPT current taxes and easements of record, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: December 9, 2011


Roy N. Schons

SIGN HERE


Daniel S. Treend

SIGN HERE

STATE OF Washington
COUNTY OF King

On this 9th day of December, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy N. Schons and Daniel S. Treend, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.




Notary Public in and for said State
Residing at:
Commission Expires: 7-22-15

Notary

Chicago Title Insurance Company

Commitment Number: 77100

EXHIBIT "A"
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A Portion of Government Lot 7, Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, better described as follows:

COMMENCING AT a point on the Southerly right of way line of Chicago Milwaukee and St. Paul Railway, said point being North $72^{\circ}05'28''$ East, a distance of 877.93 feet from the Intersection of said South right of way line with the West line of said Government Lot 7;

Thence South $36^{\circ}28'35''$ East, a distance of 270.89 feet to a point on the Northerly line of the right of way of the Spokane Valley Land & Water Company as recorded in Books 26 and 28 at Pages 598 and 457 respectively, Kootenai County records;

Thence along said Northerly right of way line South $63^{\circ}48'53''$ West, a distance of 98.03 feet (Instrument Number 1381187 South $63^{\circ}51'23''$ West, 98.01 feet);

Thence continuing along said Northerly right of way line South $51^{\circ}07'33''$ West, a distance of 302.47 feet (Instrument Number 1381187 South $51^{\circ}10'03''$ West, 302.47 feet);

Thence continuing along said Northerly right of way line South $73^{\circ}12'23''$ West (Instrument Number 1381187 South $73^{\circ}14'53''$ West), a distance of 118.76 feet to a found $1/2''$ rebar with yellow cap marked PLS 4182 and THE POINT OF BEGINNING.

Thence South $00^{\circ}14'12''$ West (Instrument Number 1381187 South, Instrument Number 1718274 North $0^{\circ}11'18''$ East), a distance of 68.07 feet to a found $1/2''$ rebar with yellow cap marked PLS 4182;

Thence North $73^{\circ}15'17''$ East (Instrument Number 1877027 South $73^{\circ}12'23''$ West), a distance of 62.78 feet;

Thence South $00^{\circ}19'15''$ West, a distance of 132.23 feet to the ordinary high water mark on the North bank of the Spokane river;

Thence along said ordinary high water mark South $77^{\circ}23'30''$ West, a distance of 34.41 feet;

Thence South $76^{\circ}31'54''$ West, a distance of 68.18 feet;

Thence South $71^{\circ}52'30''$ West, a distance of 58.17 feet;

Thence North $70^{\circ}04'17''$ West, a distance of 14.13 feet;

Thence South $78^{\circ}44'59''$ West, a distance of 46.43 feet;

Thence South $67^{\circ}56'54''$ West, a distance of 36.27 feet;

Thence South $63^{\circ}22'23''$ West, a distance of 27.79 feet;

Thence leaving said ordinary high water mark North $00^{\circ}10'45''$ East (Instrument Number 1381187 North), a distance of 24.43 feet to a found $1/2''$ rebar with yellow cap marked PLS 4182;

ALTA Commitment
Exhibit A



(77100.PFD/77100/13)

EXHIBIT "A"
(Continued)

Commitment Number: 77100

Thence continuing North 00°10'45" East (Instrument Number 1381187 North, Instrument Number 1718274 South 0°11'18" West), a distance of 107.30 (Instrument Number 1718274 107.34 feet) feet;

Thence South 68°52'48" West, a distance of 281.52 (Instrument Number 1718274 North 68°52'48" East 281.52 feet);

Thence South 87°21'14" West (Instrument Number 1718274 North 87°12'43" East), a distance of 62.32 feet;

Thence North 02°47'10" East, a distance of 103.82 feet;

Thence North 12°49'04" West, a distance of 78.82 feet;

Thence North 73°10'01" East, a distance of 49.81 feet;

Thence in a Southeasterly direction with a tangent curve turning to the right with a radius of 31.98 feet, having a chord bearing of South 64°00'51" East and a chord distance of 43.43 feet, having a central angle of 85°38'16" and an arc length of 47.76 feet;

Thence South 18°17'27" East, a distance of 43.76 feet;

Thence in a Southeasterly direction with a tangent curve turning to the left with a radius of 62.06 feet, having a chord bearing of South 63°00'50" East and a chord distance of 88.82 feet, having a central angle of 87°26'48" and an arc length of 86.64 feet;

Thence North 73°15'46" East, a distance of 155.16 feet;

Thence North 55°34'32" East, a distance of 83.49 feet;

Thence North 65°40'16" East, a distance of 49.01 feet;

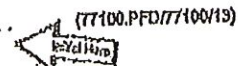
Thence South 67°52'04" East, a distance of 13.48 feet to a found 1/2" rebar with yellow cap marked PLS 4182;

Thence North 73°11'46" East (Instrument Number 1381187 South 73°14'53" West, Instrument Number 1718274 North 73°12'23" West), a distance of 115.98 feet (Instrument Number 1718274 116.99 feet) to THE TRUE POINT OF BEGINNING.

Containing 1.769 acres more or less.

Together with all right, title and interest, including any after acquired title, of the Grantors in and to the bed and banks of the Spokane River attaching to the herein described property.

ALTA Commitment
Exhibit A



**Maintenance Services
Scope of Work**

1. Scope Overview

The City of Post Falls (the "City") shall furnish the labor, material and equipment necessary to provide year-round maintenance services ("Services") at the public recreation areas and trails at the Project site identified on the map incorporated into the Agreement as "Exhibit A" ("Premises").

2. Mutual Responsibilities.

The Parties will meet at least once a year to discuss proposed maintenance activities for the Premises. Avista's Representative will schedule such meeting (expected to be either in spring or early fall).

3. City's Responsibilities.

The City shall, without limitation:

- 3.1 Maintain the Premises in a safe, clean and presentable condition in accordance with the City's park maintenance standards ("Maintenance Standards") and applicable laws, codes, and regulations (as amended from time to time);
- 3.2 Maintain all recreational facilities on the Premises including, but not limited to, parking areas, roads, landscaping, sidewalks, walkways, stair cases, hand rails, trails, fences, benches, directional and interpretive signing, carry-in-only boat launch, noxious weed control, and picnic tables (collectively, "Improvements") in a safe, clean working condition in accordance with the Maintenance Standards. Maintenance services include without limitation, routine trail and facility repairs, comfort station cleaning and repair, and replacing Improvements when required. No Improvements, other than those existing at the time the Agreement is executed, may be placed or constructed on the Premises without the prior written approval of Avista;
- 3.3 Monitor the Premises to protect the public, and the natural and cultural resources on the Premises, and notify Avista of any concerns with respect to the natural or cultural resources;
- 3.4 Report to Avista's Representative any known or suspected hazard trees that are likely to pose a threat to the public or the Improvements on the Premises or adjacent properties. The City must consult with Avista prior to cutting or removing any mature vegetation on the Premises;
- 3.5 Prevent waste or damage to the Premises, including not authorizing or permitting waste disposal or damage by others to occur on the Premises;
- 3.6 Operate a litter control program on the Premises, including without limitation, trash removal;
- 3.7 Provide an annual written report to Avista's Representative that details the Services provided during the preceding year, including the number of visitations to the Premises, emergency and law enforcement incidents, noxious weed control measures provided and other significant activities performed by the City or occurring on the Premises; and
- 3.8 Provide an updated inventory of all existing Improvements and of all planned future Improvements, prior to installation on the Premises, as requested by Avista.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/1/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Heather Tucker, Parks Customer Service Rep
SUBJECT: Parks Division Items for Surplus

ITEM AND RECOMMENDED ACTION:

The Parks Division seeks approval from the City Council to dispose of the items listed below. If approved, the items will be disposed of in the manner listed below.

DISCUSSION:

The equipment listed for **disposal/recycling** are no longer functional and are beyond repair, except for the 5141 Battery Hammer Drill, which was destroyed in the Post Falls Community Forest fire. The items proposed for **auction** have reached the end of their serviceable lifespan. These are pieces of equipment that, although still functional, have exceeded their expected hours of use and are not cost-efficient to maintain for continued operation.

Disposal/Recycling:

- 10745 Timed Locks
- 4861 Graco Electric Airless Sprayer
- 5141 Battery Hammer Drill
- 5327 Makita Cordless Hammer Driver Drill
- 5195 Multi Crane Model MC10

Auction:

- 5226 – 2005 Billygoat Outback Brush Mower
- 4556 – 2010 Snow Dogg Plow
- 4567 – 2011 Classen Sod Cutter
- 4215 – 2017 Toro Z Master
- 4274 – 2019 Toro Groundsmaster 5900
- 6009 – 2006 Big Tex 7' x 12' Vanguard Trailer
- 5194 – 2005 Tilt Bed Trailer
- 3863 – 1996 Hydro Seeder

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

None

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 4/1/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Steckman Annexation File No. ANN-24-09

ITEM AND RECOMMENDED ACTION:

This agenda item is a public hearing on a request to annex an approximately 6.7-acres (6.96 with rights-of-way) parcel located west of the N. Brookie Drive and N. Spokane Street intersection. The hearing also addresses a request to zone the parcel as Medium Density Residential (R-2). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 6.7-acres and if the adopted zone change criteria have been met.

DISCUSSION:

The applicant, Van Houten Consulting and Design, LLC, is requesting the City Council annex an approximately 6.7-acre parcel, located west of the N. Brookie Drive and N. Spokane Street intersection, and zone the property as Medium Density Residential (R-2). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

On February 11th, the Planning and Zoning Commission forwarded a recommendation for Medium Density Residential (R2) such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) abandonment of septic at the time of development, 2) maximum density of eight dwelling units per acre and 3) detached single-family residence only. Refer to the attached Annexation Agreement Exhibit A-5, conditions 3.2.1, 5.1, and 5.2.1.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Steckman Annexation Staff Report CC_ANNX-24-9
2. Steckman Powerpoint
3. Exhibit PA-7 ITD Comment_Steckman
4. Exhibit PA-8 Phillips 66 Comment_Steckman
5. Exhibit PA-9 PFHD Comment_Steckman
6. Exhibit PA-10 DEQ Comment_PZ_Steckman

**CITY OF POST FALLS
STAFF REPORT**

DATE: March 14, 2025

TO: CITY COUNCIL

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: STAFF REPORT FOR THE APRIL 1, 2025, CITY COUNCIL MEETING
STECKMAN ANNEXATION ANNX-24-9

INTRODUCTION:

Van Houten Consulting and Design, LLC is requesting, on behalf of Blackwell Homes, LLC, the property owner, approval to annex approximately 6.7-acres (6.96 with rights-of-way) into the City of Post Falls with a zoning request of Medium Density Residential (R2) (Exhibit A-2). The City Council must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. The Planning Commission forwarded a recommendation for Medium Density Residential (R2) such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) abandonment of septic at the time of development, 2) maximum density of eight dwelling units per acre and 3) detached single-family residence only (Exhibit A-5). The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: Steckman Annexation File No. ANNX-24-9

Owner(s): Blackwell Homes, LLC, 2229 Dakota Ave., Hayden, ID 83835

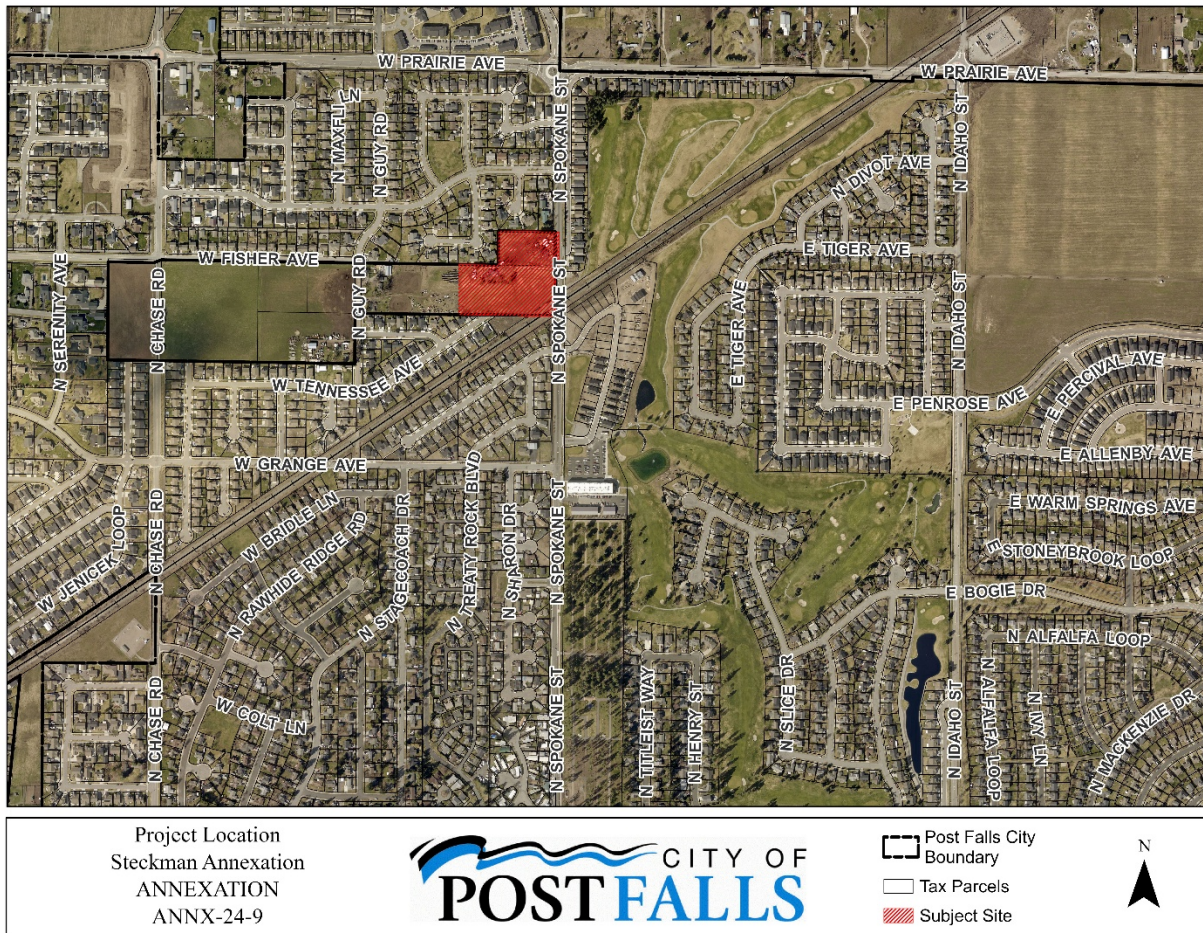
Applicant: Van Houten Consulting and Design, LLC, 401 ½ E. Sherman Ave. Ste. 208, Coeur d'Alene, ID 83814

Project Description: Annex approximately 6.7-acres into the City of Post Falls with a zoning request of Medium Density Residential (R2).

Project Location: The property is generally located west of the N. Brookie Drive and N. Spokane Street intersection.

AREA CONTEXT (proposed site hatched in red- following page):

Area Context Vicinity Map



Surrounding Land Uses: Located to the north is the Greenside Vistas single-family residential subdivision. Directly west of the subject site is large lot county single-family home. The Peregrine Place single-family subdivision is located south of the subject site, along with railroad right-of-way. To the east, across N. Spokane Street the uses are single-family uses within the Grayling Estates subdivision and a golf course.

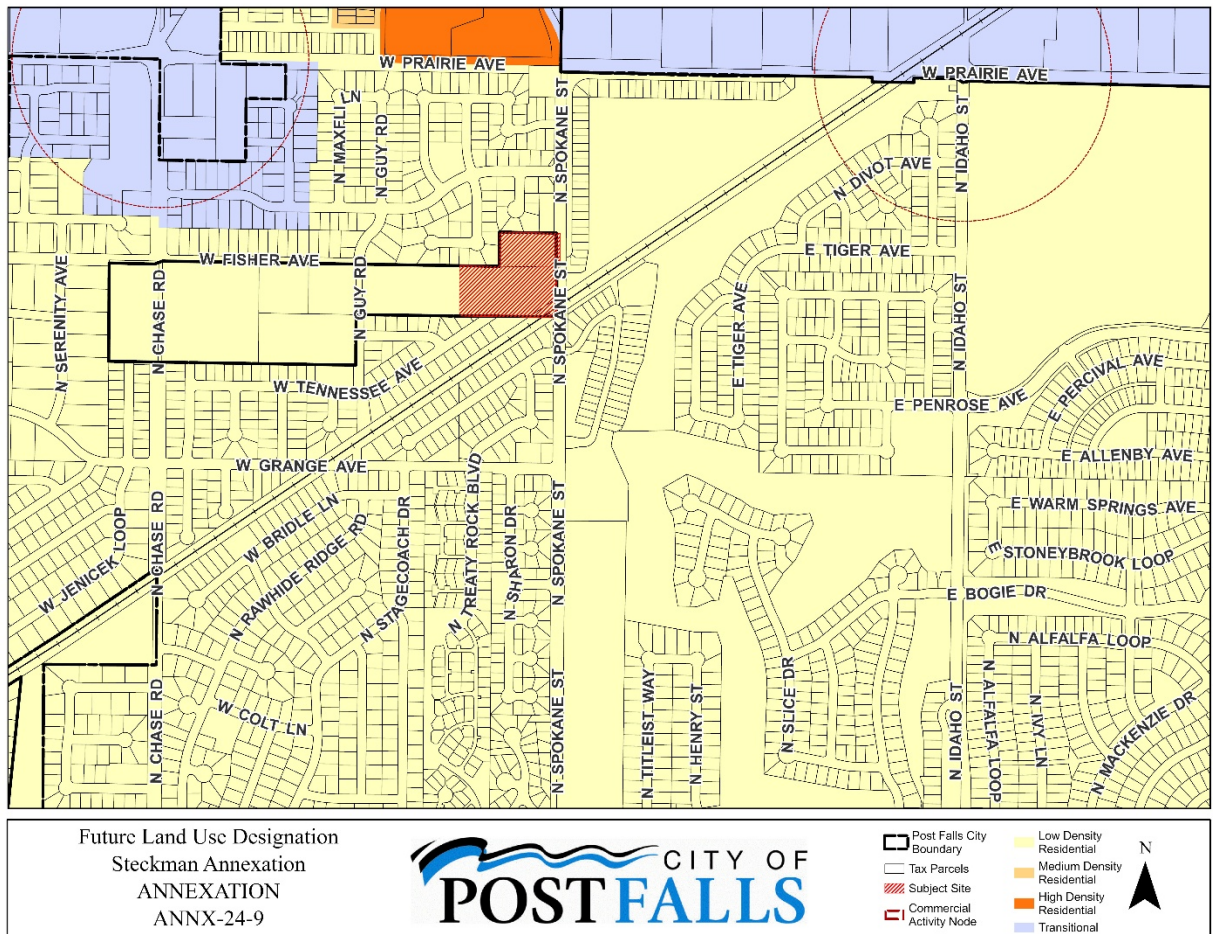
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The Future Land Use Map classifies this property with the land use designation of **Low-Density Residential** (See Following Image). This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher traffic volumes, and/ or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods. The following are the Implementing Zoning Districts: R-1-S, R-1, **R-2**, RM, SC3, Per Focus Area.



The proposed annexation is located within the Central Prairie Focus Area, which states the following:

To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to

community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Central Prairie focus area:

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- **Support provisions for a variety of housing types and densities;**
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

Staff Comment: The proposed Medium Density Residential (R2) zone aligns with the future land use designation by staying within the eight dwelling units per acre as proposed and as conditioned in the attached annexation agreement Exhibit A-5. The R2 zoning could assist with providing provisions for a variety of housing types and densities.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 15: Maintain and Improve the City's water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions.

Provision of clean, safe water and responsible treatment and disposition of wastewater are essential services for any community. Post Falls recognizes the extreme value of potable water and wastewater treatment as relates to its future, and working with all providers, pledges to manage provision of water and wastewater services, sustaining growth and community vitality

The following policies may or may not assist assigning a zoning designation as part of the annexation request:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
- Foster the long-term fiscal health of the community;
- Maintain and enhance resident quality of life;
- Promote compatible, well-designed development;
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Diversification of the housing stock could assist with creating opportunities for more single family “Missing Middle” housing. An increase in more opportunities for attainable housing may assist the long-term fiscal health of the community as housing assists with business retainment and recruitment. Functionally, single family development near other single family development could be considered compatible. The intent of this annexation is to develop in conjunction with an annexation to the west (Elfer’s Annexation) which would provide an additional connection to Spokane Street from Guy Rd. This connection would improve access to Spokane Street.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: Existing uses surrounding the subject site are predominantly residential single-family. The proposed use is for additional single family compatible uses in the medium density (R2) zoning district.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located adjacent to the site’s eastern boundary in Spokane Street and adjacent to the southern boundary in Tennessee Ave. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan. The City’s Water Reclamation System has the capacity to provide service, and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

There are existing structures on the property. At the time of development, existing septic systems will need to be removed in conformance with Panhandle Health requirements and the structures either connected to the City’s Sewer System or removed. If the structures are to remain in place, appropriate Capacity Fees and Connection Fees will need to be paid.

The property is not subject to any Local Improvement Districts (LID’s), Subsequent User Agreements or Sewer Surcharges.

The Site is currently provided water service from the East Greenacres Irrigation District.

- Existing and future traffic patterns.

Staff Comment: The property's eastern boundary is adjacent to Spokane Street, a classified Minor Arterial roadway providing connectivity between Prairie Avenue (Principle Arterial) and Interstate 90. Urban improvements along Spokane Street have recently been completed between Prairie Avenue and Poleline Avenue. Annexation and development of this property would complete a small gap in those improvements. Additional rights-of-way dedication would be required with annexation, along with dedication of a 15-foot sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

The property's southern boundary is adjacent to Tennessee Avenue, a Local Residential roadway. No rights-of-way dedications or easements associated with Tennessee Avenue would be required with annexation.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis of this staff report.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas.

Staff Comment: The site is currently within a County "island".

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer and water infrastructure (East Greenacres Irrigation District) is located adjacent to the property. The City has capacity and is willing to provide sewer service to the site.

Capacity improvements have recently been made to Spokane St., future development of the property would extend Tennessee Ave. to Spokane St. And provide an additional connection for local traffic and improve emergency service access.

- That support increased development intensity near the urban core.

Staff Comment: The location of the proposed annexation is not near the urban core.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have and will be followed for this proposal.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: This policy can be met through the requested R2 zoning providing that there is more flexibility with housing product types permitted in that zone.

Policy 19: Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.

Staff Comment: This policy may be met through the requested R2 zoning providing opportunities for Cottage or Tiny homes to be developed. By nature of the R2 zoning, single family lots tend to be smaller and more clustered compared to the Single Family Residential (R1) zone. That being said, there are R2 lots similar in size to that of an R1 lot in Post Falls.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way(s) and easement(s) would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site currently within the County.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along N. Spokane Street. In collaboration with the proposed annexation to the west, (Elfer's Annexation), an additional east/west connection between Guy Rd. and N. Spokane Street could be established.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways along the subject property on N. Spokane Street. In collaboration with the proposed annexation to the west, (Elfer's Annexation), an additional east/west connection between Guy Rd. and N. Spokane

Street could be established.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools, and emergency services.

Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements.

Staff Comment: Dedication of additional rights-of-way and associated easements have been previously addressed and will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. Per Idaho Code, no known Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

- Timing that supports orderly development and/or coordinated extension of public services.

Staff Comment: The property is abutting the City of Post Falls on the northern and southern sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water reclamation facilities adjoining the site.

Rights-of-way for Spokane Street, adjacent to the site, are owned and maintained by the City of Post Falls. Urban transportation improvements exist along the extents of Spokane St. except at this county island.

Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this

section.

Policy 74: Provide plans and development standards that protect and enhance existing natural systems, natural resources, and open spaces.

Staff Comment: depending on the type of housing provided within the R2 zoning request there may be additional open space to be provided within the development. There are Park Impact fees paid with each building permit to assist meeting this policy.

Policy 84: Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls

Staff Comment: This policy may be met through the requested R2 zoning by providing opportunities for housing at a lower price point than what is generally delivered with the Single Family Residential (R1) zone. Currently, 75% of the residence with local living-wage jobs in Post Falls can't afford a home. Improving housing opportunities could play a direct role in securing and creating an opportunity to expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- **Helping retain, promote and expand existing businesses and industry;**
- Supporting innovative, entrepreneurial enterprises;
- Supporting opportunities related to business “campus” and mixed-use models;
- **Coordinating provision of workforce housing;**
- Attracting new businesses and clean industry.

Staff Comment: This policy may be met through the requested R2 zoning by providing opportunities for workforce housing of which could help to retain, promote and expand existing businesses and industry as inferred in policy 84 comment.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

Staff Comment: There have been no identified “Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city” at this point in time.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PLANNING & ZONING COMMISSION PUBLIC AGENCY COMMENTS:

- o Exhibit PA-1 Post Falls School District – Remains neutral
- o Exhibit PA-2 Kootenai County Fire & Rescue – Will comment during permit process
- o Exhibit PA-3 Post Falls Police Department – Remains neutral
- o Exhibit PA-4 Yellowstone Pipeline Co. – No impact
- o Exhibit PA-5 Department of Environmental Quality – No comment at this stage
- o Exhibit PA-6 Idaho Transportation Department – No comment

PUBLIC PROCESS: On February 11, 2025, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Medium Density Residential (R2) to be considered with the annexation application by the City Council such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) abandonment of septic at the time of development, 2) maximum density of eight dwelling units per acre and 3) detached single-family residence only (Exhibit A-5). The Planning and Zoning Commissions Zoning Recommendation dated March 11, 2025, includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on March 14, 2025 and mailed to property owners within 300 feet of the proposed project on March 12, 2025. Notice has been published in the Coeur d'Alene Press on March 14, 2025. The property will be posted by March 21, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 6.7-acres (6.96 with rights-of-way) and if the adopted zone change criteria have been met for zoning designation of Medium Density Residential (R2). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

- Exhibit A-1 Annexation Application
- Exhibit A-2 Narrative

Exhibit A-3 Vicinity Map
Exhibit A-4 Owner Authorization
Exhibit A-5 Applicant Signed Annexation Agreement

Staff Exhibits:

Exhibit S-1 Vicinity Map
Exhibit S-2 Zoning Map
Exhibit S-3 Future Land Use Map
Exhibit S-4 Signed P&Z Minutes
Exhibit S-5 Signed P&Z Zoning Recommendation

Annexation

Exhibit A-1

ANNX-24-9

Submitted On: Nov 25, 2024

Applicant

 Merle Van Houten
 2089304000
 merle@vanhoutencd.com

Primary Location

Point Location: 47.7412, -116.9493

Application Information

Did an Annexation Pre-app take place?

Yes

Applicant Type

Engineer

Description of Project/Reason for Request

Requesting the annexation of 3635 & 3599 Spokane Ave into the City of Post Falls under the R-2 zone.

Existing Zoning

Ag & Ag Suburban

Adjacent Zoning

R-1

Current Land Use

Residential

Adjacent Land Use

Residential

Proposed Zone

R-2

Owner Information

Name

Benjamin Steckman

Company

Blackwell Homes LLC

Phone

208-661-5871

Email

Ben.Steckman@BlackwellHomesLLC.com

Address

2229 Dakota Ave

City, State, Zip Code

Hayden, ID 83835

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

true

I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contract buyer.

true

Project Narrative

Annexation of:

Parcels #51N05W-27-2950, #0-3020-27-021-AA

& 0-3020-27-022-AA

Kootenai County, Idaho

Applicants:

3635 & 3599 Spokane St
Blackwell Homes, LLC
2229 Dakota Ave
Hayden, ID 83835

3556 Guy Rd
Prestige Equity Partners
PO Box 1692
Sumner, WA 98390

Prepared by:

Merle Van Houten, P.E., LEED AP



Van Houten Consulting and Design, LLC
401 ½ E Sherman Ave Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000

November 25th, 2024

Project Narrative For Parcels #51N05W-27-2950, #0-3020-27-021-AA & 0-3020-27-022-AA ANNEXATION

Existing Conditions

This request for annexation is being made for three parcels, 3635 & 3599 Spokane St and 3556 Guy Rd. Each of the subject properties are primarily pasture and have existing single-family residences. 3635 Spokane St is approximately 2.06 acres and 3599 Spokane St is about 4.64 acres. The eastern portion of the north property (3635) is comprised of a residence and detached shop/garage. The western two-thirds of the north property is largely cleared of vegetation. The south parcel (3599) is mostly cleared pasture with a driveway near the north edge leading to the home situated on the west side of the parcel. The parcel fronting Guy Rd has two residences and a few outbuildings over 4.9 acres. The terrain is nearly level and typical of land on the Rathdrum Prairie.

All parcels lie in a small pocket of unincorporated land surrounded by Greenside Vistas subdivision to the north, Grayling Estates to the east, and Peregrine Place to the south. These existing communities have been developed in the City of Post Falls as R-1. It should be noted that the lots in Grayling Estates are 5,500 sf in area, which is less than the minimum R-1 lot size of 6,500 sf.

The section of Spokane Street adjacent to the subject properties is classified as a Major Collector Road. Guy Road on the west side of the parcels is a local residential road. Brookie Court is a private road which intersects Spokane St directly across from the subject property. Tennessee Avenue currently dead-ends into the south side of the parcels as a local residential Road. An active railroad track chamfers the southeast corner of the properties.



Existing Conditions Aerial Image

East Greenacres Irrigation District is the water purveyor while the City of Post Falls has jurisdiction over sewer. Sewer connections are available in Spokane St and Tennessee Avenue. Existing water mains are located at Tennessee Avenue and within an easement in the property's NW corner.



Looking west from Spokane St along the northern parcel boundary.



Looking west from Spokane St along the southern parcel boundary.

Annexation Narrative

The primary objective of this R-2 annexation request is to create affordable single-family residences. KMPO projects that 75,000 people will be living in Post Falls by 2035 but only a fraction of them can afford today's median home price of \$526,000 within Kootenai County. The City's 2020 Comprehensive Plan adopted a growth rate which, "equates to approximately 73,000 new residents in Post Falls by the year 2040" (emphasis added). There is a desperate need for attainable housing, but the minimum lot size of a standard R-1 subdivision sets the price point too high and puts that goal out of reach. A cottage home SUP in the R-1 zone reduces the lot area but caps the maximum home size at 1,400 square feet. This document will demonstrate how the R-2 designation will achieve something R-1 cannot, attainable single-family housing with larger house layouts than the cottage standard all while still complying with the City's Comprehensive Plan. The term 'attainable single-family housing' should be emphasized in that statement as the applicants have no intention of creating duplexes, twin homes, townhomes or a rental community. Lot density will not exceed that defined in the City's Future Land Use Map as Low Density Residential (8 units/acre).

The subject properties are in a small pocket of unincorporated land surrounded by residential developments in the City of Post Falls on three sides. The parcels are already benefited by the Post Falls Police Department, Emergency Services and School District and do not border any other city, making Post Falls the sole choice for annexation and development. An annexation map and legal description of the subject parcels have been prepared and stamped by a surveyor licensed in the State of Idaho.

Zoning

Kootenai County currently designates the northern and western parcels as Agricultural while the eastern parcel is in the Ag-Suburban Zone. The request being made in this application is to designate all parcels as an R-2 single-family development. The R-2 designation is consistent with the City's Future Land Use Map, Focus Area and the goals and policies of the Comprehensive plan as demonstrated below.

Future Land Use Map (at right): Light yellow shading designates the area as "Low Density Residential". Other land uses in the vicinity are "transitional" (blue), "medium density" (peach) and "high density" (orange). The Comprehensive Plan lists R-2 zoning as part of the Low-Density Land Use designation. The principal uses and character of Low Density residential is, "all types of single-family residential uses up to eight dwelling units per acre. The applicants do not wish to deviate from said density or housing type. The property's location along Spokane St allows this to be achieved with no increase to traffic on local residential roads and will in fact decrease traffic on some local roads by connecting Tennessee Ave to Spokane St.



Focus Area (at right): The subject parcels are within the “Central Prairie” Focus Area, which prioritizes single-family housing. The Comprehensive Plan states, “with land values increasing, new projects are more likely to integrate higher density housing with community amenities” and “future growth should embrace a variety of housing types and land uses, [and] maintain quality standards. The purpose of this R-2 request is to make single-family ownership available to working families and maintain quality standards



without exceeding the prescribed density of eight units per acre. An R-1 zoning designation would increase the land value to a point beyond what is considered attainable by many. An R-1 cottage home SUP would remedy the lot size issue but limits the house size to 1,400 sf, which is smaller than what the applicants intend to bring to the market. It is important to note that one of the action items for this focus area is to “Support provisions for a variety of housing types and densities”.

2020 Comprehensive Plan Compatibility

The City of Post Falls’s 2020 Comprehensive Plan was carefully considered when deciding to make the R-2 zoning request. This infill area with direct access to a Major Collector Road presents a unique opportunity create an R-2 development that will bring single-family homeownership within reach to a larger percentage of the population. This will be achieved while still complying with the goals and policies of the Comprehensive Plan.

Consistency with the Goals and Policies of the Comprehensive Plan

- i. This R-2 request was evaluated for compliance with the goals and policies found in Appendix B of the Comprehensive Plan and fits with those assigned the “Land Use” or “LU” designation. Specific goals and policies being met are:
 - G-01 – Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.
 - The primary objective of R-2 request is to provide attainable housing in close proximity to places of employment. It provides a diverse population of citizens an opportunity for a good quality of life and the ability to work and reside in the same neighborhood.
 - G-02 – Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.
 - The proposal will allow for infill development of single-family homes with minimal expansion of city infrastructure. These parcels have already been accounted for in the city’s planned growth. The connection of Tennessee Ave and Guy Rd to Spokane St will provide the current residents of Peregrine Place and surrounding

neighborhoods with a more direct connection to a Major Collector Road and thereby ease traffic on other local residential roads.

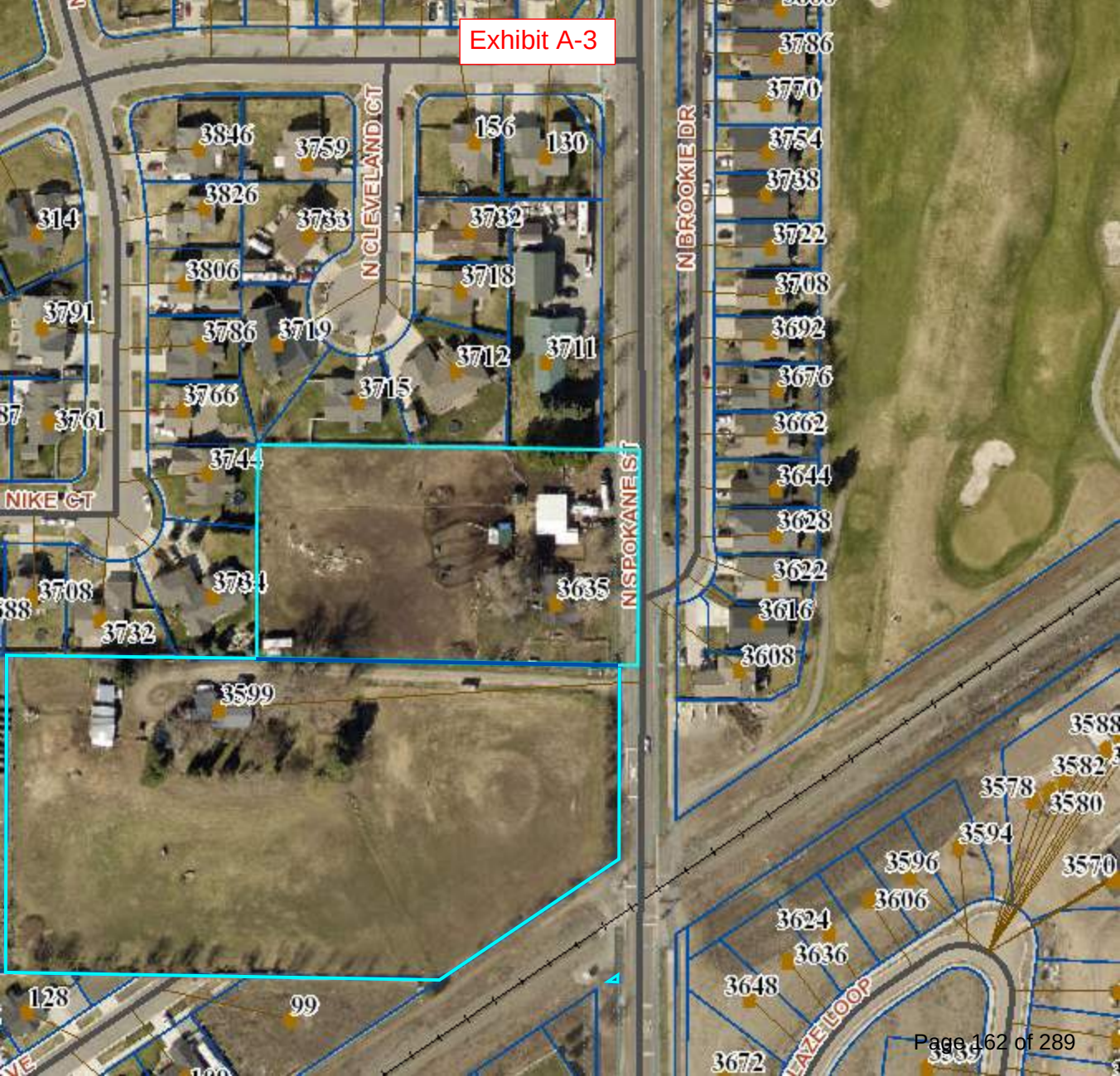
- G-03 – Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty.
 - The parcels will become an affordable single-family style infill development which this goal encourages. The frontage improvements along Spokane St and Guy Rd provides connectivity to the City’s Existing pedestrian corridors.
- G-05 – Keep Post Falls’ neighborhoods safe, vital, and attractive.
 - The applicants do not intend to build duplexes, twin homes or townhomes. Nor do they envision a rental community. Individual single-family residences will be put on the market below median home prices. Many residents could be achieving home ownership for the first time, creating pride in their home and community. This pride in ownership is proven to lead to safer and more aesthetically pleasing neighborhoods.
- G-06 – Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives.
 - The residents of this infill development will use Spokane St, a major collector road, for almost all vehicle trips generated. The new houses will not have a measurable increase of traffic to existing local residential roads and neighborhoods.
 - The connection of Tennessee Ave and Guy Rd to Spokane St will provide the current residents of Peregrine Place and surrounding neighborhoods with a more direct connection to a Major Collector Road and thereby ease traffic on other local residential roads.
- G-07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.
 - Presently, there is a need for affordable housing. It is a community need that constantly grabs local headlines. This proposal was developed with that demographic in mind and will thereby bolster long-term sustainability. An R-1 zoning designation will put the value of the individual lots above the median price point. The R-2 designation will allow for an attainable price point without exceeding the prescribed maximum density of eight units per acre.
- P.01 –Support land use patterns that: Maintain or enhance community levels of service; Foster the long-term fiscal health of the community; Maintain and enhance resident quality of life; Promote compatible, well-designed development; Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

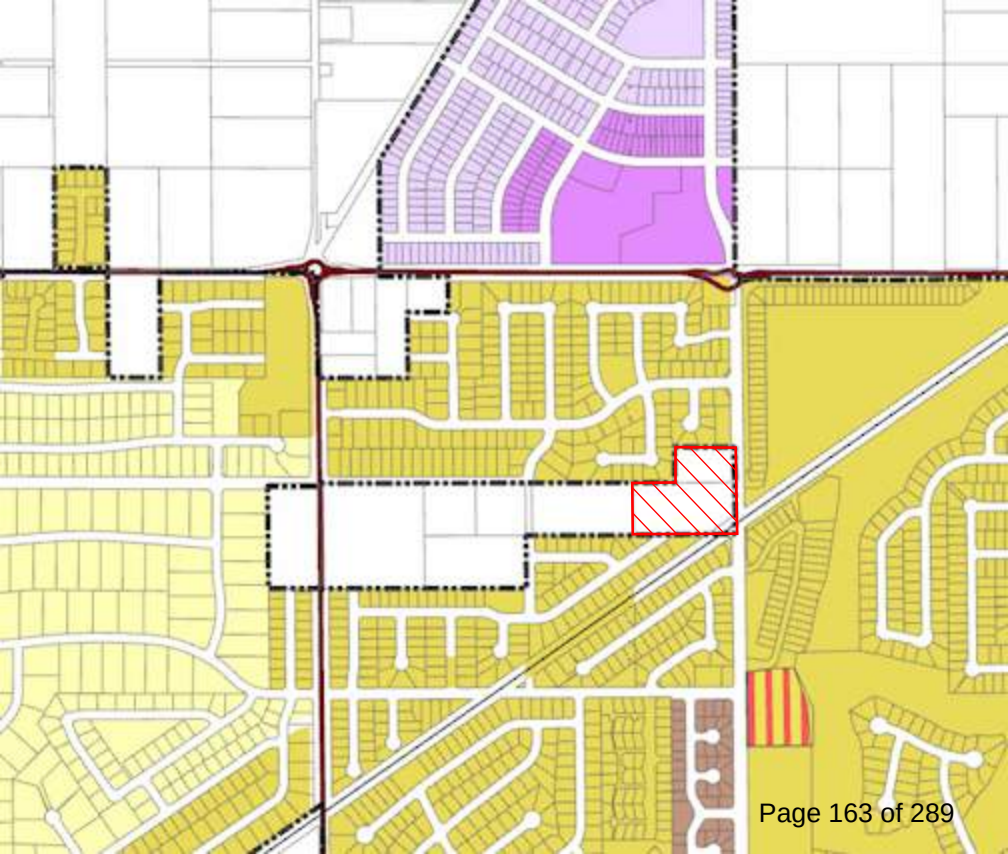
- The applicants' design team and city staff worked closely together to evaluate multiple development options for this infill development. The R-2 zoning designation was recognized by all parties as a means to benefit the City and its citizens with attainable housing in close proximity to places of employment.
- P.02 – Apply or revise zoning designations with careful consideration of factors including: Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans.
 - Existing developments surrounding the subject parcel are all single-family housing. The applicants' vision is to provide the same style housing at a price point that can be more attainable than the options available in the R-1 zone. This will be achieved while still complying with the prescribed density of the future land use map (8 units/acre).
 - The zoning designation does not impact traffic patterns as nearly all traffic will utilize Spokane Street without traveling through other local residential roads or developments. The connection from Tennessee Ave to Spokane St in this development will ease traffic on nearby existing local roads.
- P.06 - Encourage residential development patterns typically featuring: Housing that faces the street edge; An interconnected grid or small-block streets network; Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; Development and utilization of alleys for parking and service access; Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.
 - The proposed development will offer housing that faces the street edge; a small-block streets network; and street sections designed for safety. Alleyways and narrower lanes are among the design options being evaluated to create an aesthetic and efficient design.
- P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.
 - The subject parcels will be an infill development of single-family homes, making it compatible with the Comprehensive Plan and the surrounding neighborhoods.
- P.09 - Encourage annexation of County "islands" within the City, with priority given to areas: Surrounded by incorporated areas; That have readily-available service infrastructure and capacity; That support increased development intensity near the urban core.

- The subject parcels are within an infill island and have readily available service infrastructure. The city's traffic master plan anticipates right-of-way through these parcels.
- P.14 - Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.
 - This application seeks to demonstrate clear and firm compliance with all applicable statutes and ordinances.
- P.15 - Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.
 - The R-2 zoning request was a conscious choice to help serve residents of all ages, incomes and abilities find attainable housing, thereby addressing one of the City's biggest needs. This policy cannot be met under the R-1 zoning designation.
- P.33 - Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.
 - The city's traffic master plan anticipates right-of-way through these parcels.
 - The development will improve traffic patterns as nearly all vehicles will utilize Spokane Street without traveling through other local residential roads or developments. The connection from Tennessee Ave and Guy Rd to Spokane St in this development will ease traffic in nearby neighborhoods.
- P.44 - Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.
 - The subject parcel is considered an infill development because it is surrounded by city infrastructure. Access to public roads and utilities are readily available at the subdivision's boundaries.
- P.45 - Guide annexation decisions guided by and considering: Master plans for water, sewer, transportation, parks, schools and emergency services; Provision of necessary rights-of-way and easements; Studies that evaluate environmental and public service factors; Timing that supports orderly development and/or coordinated extension of public services; Comprehensive plan goals and policies.
 - Annexation of the subject parcels into the R-2 zone brings a small pocket of county land into the city without conflict to a single item of this policy and makes home ownership attainable for families who have been priced out of R-1 subdivisions. When viewing a map

of the City boundary, it is hard to draw any conclusion other than this property should be incorporated into the City of Post Falls.

- ii. Proper Zoning Assignment – The Comprehensive Plan lists R-2 zoning as part of the Low-Density Land Use designation. The land will be developed as detached single-family housing with a maximum density of 8 units per acre. This will bring attainable housing to the market while still complying with the goals and policies of the Comprehensive Plan, as demonstrated in the previous section. City infrastructure is readily available to support the R-2 zoning assignment. The direct link to Spokane Ave means the development will have no negative impacts on existing local residential roads.
- iii. How this annexation benefits the City of Post Falls – Development of the subject properties in the R-2 zone will provide infill development of single-family homes consistent with nearby neighborhoods. Existing public utilities are available to serve the project. Adjacent portions of Spokane Ave and Guy Rd will be improved to meet the City's Transportation plan. The extension of public roads through the parcels will decrease vehicle trips on other local roads. Most importantly, the development will provide much sought-after attainable housing that will bring single-family homeownership within reach to a larger percentage of the population.





Authorized Representative:
Van Houten Consulting & Design
401 ½ E. Sherman Ave. #211
Coeur d'Alene, ID 83814
Phone: 208-930-4000
Email: merle@vanhoutencd.com

December 2, 2024

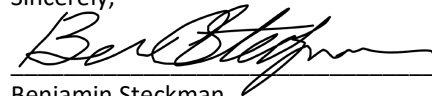
Re: Client Letter of Authorization

To Whom it May Concern,

I, Benjamin Steckman, hereby authorize Van Houten Consulting and Design, LLC to act on my behalf in all manners relating to the development at 3635 Spokane St, Post Falls, ID, including representation with the City of Post Falls, Ross Point Water District and all other applicable agencies. Any and all acts carried out by Van Houten Consulting and Design on our behalf shall have the same effect as acts of our own.

This authorization is valid until further notice from Blackwell Homes, LLC.

Sincerely,



Benjamin Steckman
Managing Member
Blackwell Homes, LLC

12/2/2024

Date

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Steckman Annexation

(File No. ANNX-24-9)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Blackwell Homes & Development LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 2229 W. Dakota Ave, Dalton Gardens, Id 83835.

WHEREAS, Blackwell Homes & Development LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located west of the intersection of N. Brookie Drive and N. Spokane Street and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending

utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property,

Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Spokane Street to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Spokane Street for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for said Spokane Street.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street rights-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights-of-way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Density Limitation: Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1 Residential Unit Type: Owner agrees to only construct single family detached units.
 - 5.2.2 Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').
 - 5.2.4. Railroad Fencing: Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the shared property boundary of the property with development of each phase of the property that abuts the rail line.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development,

operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot

amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

CITY OF POST FALLS

Blackwell Homes & Development LLC

By: _____
Ronald G. Jacobson, Mayor

By: [Signature]
Benjamin Steckman, Managing Member

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 3/11/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.

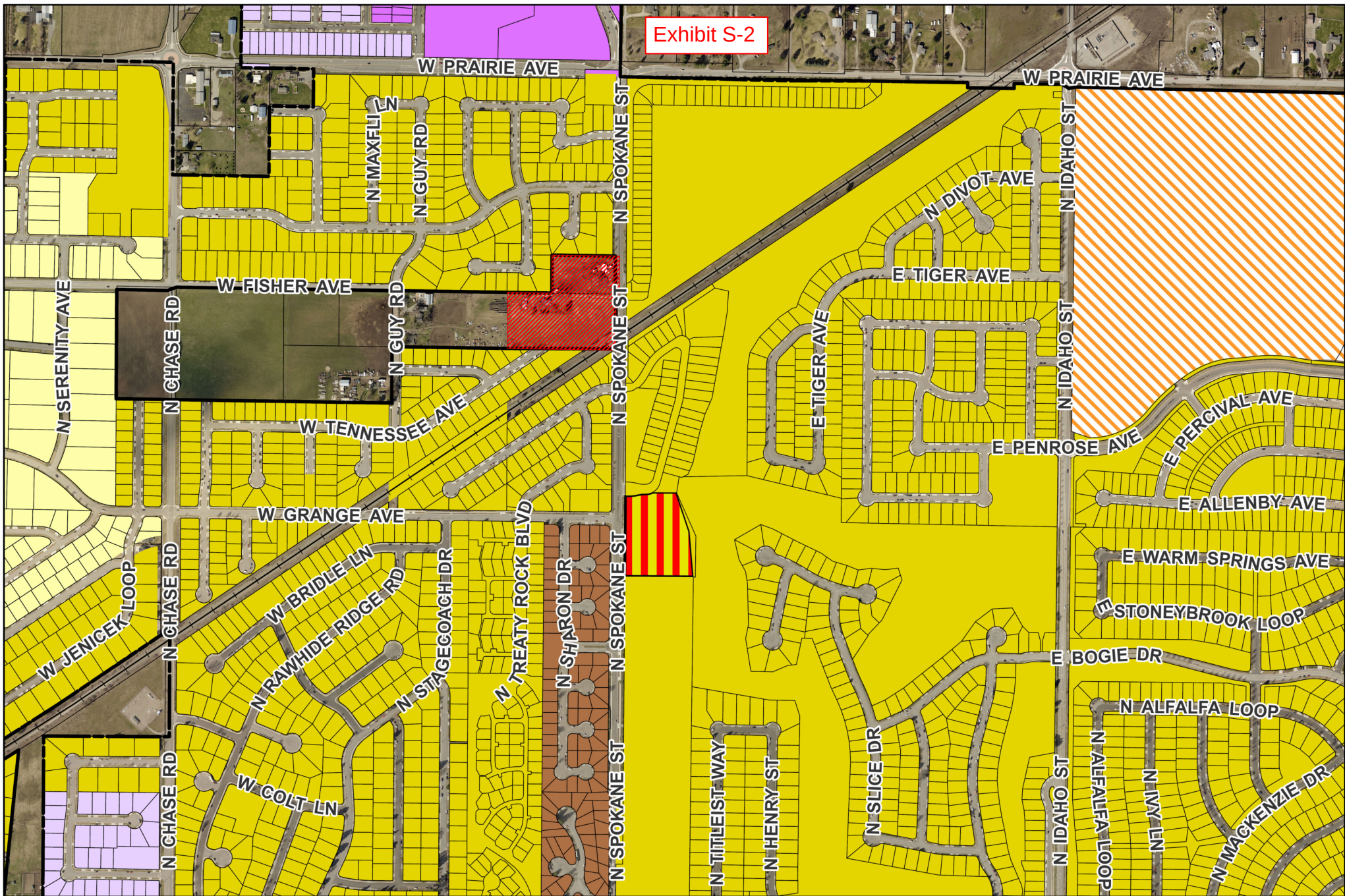


(Stamp above)

[Signature]
Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 6/5/29

The logo for the City of Post Falls features a stylized blue and black wave graphic above the text "CITY OF POST FALLS". The words "POST" and "FALLS" are in a large, bold, black serif font, while "CITY OF" is in a smaller, black sans-serif font.

N

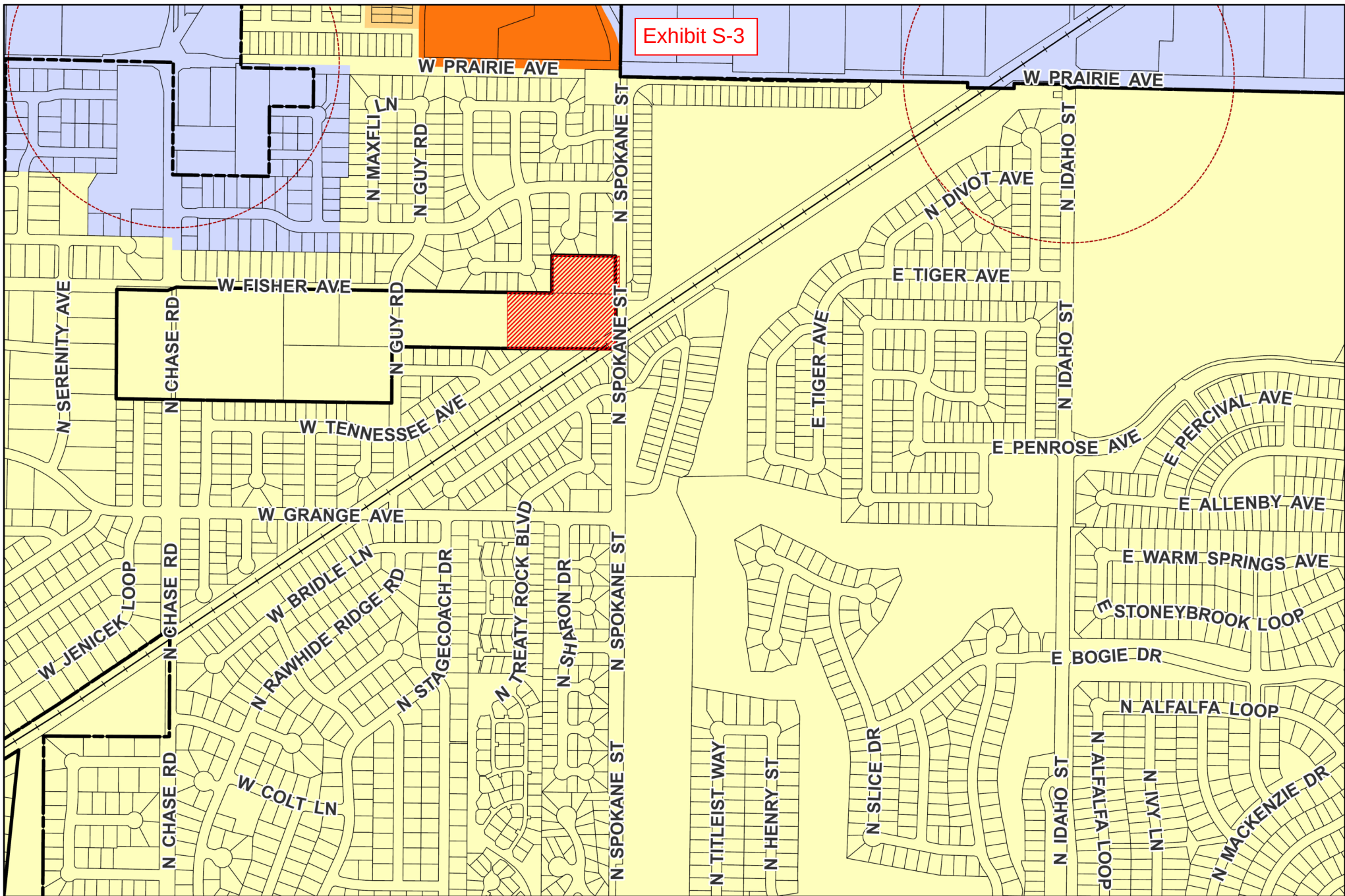


Zoning Map
Steckman Annexation
ANNEXATION
ANNX-24-9



- | | |
|--------------------------|-------|
| Post Falls City Boundary | R-1-S |
| Tax Parcels | R-1 |
| Subject Site | RMHP |
| CCM | SC3 |
| RM | SC4 |





Future Land Use Designation
Steckman Annexation
ANNEXATION
ANNX-24-9



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Commercial Activity Node

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Transitional





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**February 11, 2025
5:30 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

REGULAR MEETING – 5:30 PM

CALL TO ORDER

5:30 pm

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Chris Schreiber, Bobby Wilhelm

Present: Carey, Walton, Kimball, Schlotthauer, Wilhelm, Schreiber

Excused: Steffensen

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

None

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

Manley: Under the consent calendar we will move Action Item "C" to section 3 "Unfinished / Old Business".

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

Ray Kimball: I have a conflict on the Crown Reserve Subdivision File No. SUBD-24-5 which has been moved to the Old Business, I will be recusing myself from that action item.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Meeting Minutes - January 14, 2025, Planning & Zoning Meeting/Workshop

~~1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.~~

~~Schreiber: We have a will serve letter from East Greenacres.~~

~~2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.~~

~~Schreiber: We have a will serve letter from the City of Post Falls for sewer in terms of capacity and location.~~

~~3. Proposed streets are consistent with the transportation element of the comprehensive plan.~~

~~Schlotthauer: It is consistent and the developers giving up considerable right-of-way and make considerable improvements.~~

~~Kimball: They are also providing connectivity to joining properties.~~

~~Gabbert: that connectivity limits access to McGuire and Poleline as conditioned.~~

~~4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.~~

~~Schreiber: None have been identified.~~

~~5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in the code.~~

~~Kimball: It could be as long as the R1 zone is approved by the City Council and it's annexed into the city the subdivision does meet the dimensional requirements for R1 zone.~~

~~6. The developers has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to street, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.~~

~~Carey: They will pay impact fees.~~

~~Motion by Commissioner Schreiber to move to approve Spyglass Subdivision File No. SUBD 24-9 finding that it meets the approval criteria of Post Falls Municipal Code 17.12.060H as outlined in our deliberation subject to conditions as contained in the staff report and direct staff to prepare a written reasoned decision.~~

~~Second by Commissioner Walton~~

~~Vote:~~

~~Yes - Walton, Schreiber, Wilhelm, Schlotthauer, Kimball, Carey~~

~~Moved~~

b. Steckman Annexation File No. ANNEX-24-9

Public Hearing Opened: 6:11 pm.

Staff Report

Jon Manley, Planning Manager: The owner is Blackwell Homes, LLC and the applicant is Van Houten Consulting and Design, LLC. The applicant is asking for a recommendation to City Council for Medium Density Residential (R2) zoning on approximately 6.7-acres as part of an annexation request into the City of Post Falls. The location is west of Spokane Street midway between W. Grange Avenue and Prairie Avenue on the west side of Spokane Street. The surrounding zoning is R1. There is a county island the proposal would be shrinking. Currently there is a single-family use, it's over the Rathdrum Prairie Aquifer. Water provider would be East Greenacres Irrigation District, wastewater would be provided by the City of Post Falls, there is capacity to provide service to the proposal. There is a comment to abandon the existing septic systems and remaining structures to be connected to the City Water Reclamation system at the time of development. Spokane Street is an arterial roadway, Tennessee Avenue is a local residential roadway. Additional rights-of-way and easement would need to be provided as part of annexation for Spokane Street. The Future Land Use is designated as low density residential. Within this it entertains all types of single-family uses up to eight dwelling units per acres and an implementing zoning district is R2. When the comp plan was originally adopted R2 was not an implementing zone. We removed multi-family as an allowed use in R2. After multi-family was removed as a potential permitted use in R2, we added R2 in an amendment and included that in the comp plan. It does allow for townhomes. The project location is in the Central Prairie Focus area. Goals 6, 7, and policies 8, 9, 15, 24, 26, and 33 were highlighted. Public agencies were notified of the project, the comments received were neutral/would comment at the time of permitting/no comment. Citing additional comments not in the staff report

cover items 3 and 4 in the annexation agreement addressing terminating the existing septic systems and securing water rights from the purveyor district if there's one there. No demonstrable impact comments were received.

Schreiber: The properties immediately surrounding this are R1. Is there any particular reason why this would be R2 other than slightly higher density?

Manley: The applicant will address that. We see them as compatible.

Applicant:

Merle Van Houten: The applicant is Blackwell Homes and present tonight. Currently Tennessee Avenue ends into the subject property. This provides a continuation of Tennessee Avenue up to Spokane Street where we would provide a four way intersection with Brookie. The Elfers Annexation will continue a public road out to Guy Street with improvements to both Spokane Street and Guy Street with compatibility with the Transportation Master Plan. A pedestrian connection on Spokane Street will be constructed as part of the subdivision. Our goals and objectives are to provide affordable housing, limited density, and limited impact. An R2 zoning allows us to bring prices below the median value in an effort to provide primary homeownership. Open space within the neighborhood will be provided. We're going to keep our density compatible with the city comprehensive plan with single-family detached development, no multi-family, no twinhomes, duplexes, or townhomes. There is a direct connection to a major collector road, Spokane Street, that will provide for ingress and egress. Extending Tennessee Avenue will relieve pressure on those local roads by giving another means out to Spokane Street. Water and sewer are readily available. The proposal maximum density is 8 units per acre, single-family detached homes with price points lower than that of R1. The proposed housing type are single-family detached, 3 bedrooms, 2.0 - 2.5 bathrooms, 2 stories tall, with an attached garage. Goals 1, 2, 3, and policies 9 and 33 were presented.

Wilhelm: Does Guy Road get widened?

Van Houten: Yes it does if the Elfers Annexation is approved.

Testimony

In-Favor: - Maggie Lyons, Hayden, ID: She represents the organization developing Miracle on Britton. Spoke about the issues with homeownership for local workers and builders willing to develop for that demographic.

Neutral - None

In Opposition - Marilyn Morlan, Post Falls, ID: Expressed concerns this will cause too much traffic that is already an issue.

Rebuttal

Van Houten: Traffic is always a valid concern with every development. At the time of this development, Tennessee will connect to Spokane and it will punch through to Guy. Spokane Street is a major collector. What we're bringing forward complies with the city's Traffic Master Plan and the densities described in the Land Use Master Plan.

Wilhelm: You will only do 8 houses per acre, R2 allows up to close to 11 and R1 is 6.7. So you are asking for a house and a third units per acre

Van Houten: To achieve a lower price point we want to do what the comprehensive plan envisions which is slightly more than what R1 allows.

Public Hearing Closed: 6:51 pm.

Review Criteria:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Kimball: R2 is listed as an implementing zone, low density residential.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Schlotthauer: It meets several goals and policies but is it compatible? Is this the right area for this?

Wilhelm: If they were going straight R2 it would be different, they are basically stretching R1 to get that extra lot to pay for the building.

Kimball: It addresses goal 2 and policy 15 with regards to future housing needs. Policy 26 speaks to the continuity of the pathway on Spokane Street and getting that installed upon development.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Commissioners agree there were none identified, there was no testimony to the contrary.

Motion by Commissioner Schreiber to recommend approval of the Steckman Annexation file no. ANNEX-24-9 the finding that the requested zoning meets the approval criteria in Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council and including the items listed in the staff report including 1) Dedications of right-of-way and easements along Spokane Street. 2) Transfer of water rights. 3) Abandonment of existing septic. 4) Maximum density be limited of eight dwelling units per acre. 5) Detached single family residences only.

Second by Commissioner Walton

Vote:

Yes - Carey, Kimball, Schlotthauer, Wilhelm, Schreiber, Walton

Moved

~~c. Elfers Annexation File No. ANNEX-24-10~~

~~Public Hearing Opened: 7:12 pm.~~

Staff report

~~Jon Manley, Planning Manager: The owner is Cooper Family Trust, the applicant is Van Houten Consulting and Design, LLC. Applicant is asking for a recommendation to City Council for Medium Density Residential (R2) zoning on approximately 4.89 acres (5.2 with rights of way) as part of an annexation request into the City of Post Falls. The project location is just west of the previous Steckman Annexation and southeast of the intersection of Fisher and Guy Road. Zoning directly adjacent to the north and south are additional R1 single family. Current land use is single family large lot, over the Rathdrum Prairie Aquifer. The water provider is East Greenacres Irrigation and wastewater will be the City of Post Falls. The City has the capacity to provide service and is willing to serve to the property at the requested density. The existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development. Guy Road is a local roadway, additional rights-of-way and easement would need to be provided as part of annexation. The Future Land Use is low density residential, R2 is an implementing zoning district. Comprehensive goals 6 and 7 and Comprehensive policies 8, 9, 15, 24, 26, and 33 were highlighted. Steckman Annexation adjacent, if development together there would potentially be another access from Guy Road easterly towards Spokane Street. Public agencies were noticed, comments received were neutral/no comment/review upon permitting/no utilities in vicinity. There were four comments from the public included in the staff report. Existing septic systems will be required to be decommissioned and any remaining structures connected to City of Post Falls Sanitary Sewer at the time of future development. Prior to commencement of development of the property, the owners shall grant to the City or a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.~~

Applicant:

~~Merle Van Houten: These are two separate applications I am representing both. This project fronts Guy Road, to the north and south are Greenside Vistas and Peregrine Place that have a widened road, curb, gutter, and sidewalk. We would be improving the east side of Guy Road to provide connectivity to those improvements to the north and south. Our goals and objectives are affordable housing, primary ownership, limited density, and limited impact. The Future Land Use Map encourages all types of single-family residential uses up to 8 dwellings per acre, R2 is an implementing zone. It is located in the Central Prairie Focus Area that we are striving to adhere to. Our proposed density is 8.0 units per acre to help us set a price point to allow more people to enter home ownership market. The housing type is the same as Steckman Annexation, only single-family detached, 3 bedrooms, 2.0 - 2.50 bathrooms, 2-story, with an attached garage. There are smaller lots that front a private road and includes open space with larger lots along the north providing a good transition to the Greenside subdivision. The Comprehensive Plan Compatibility goals 1, 2, 3 and policies 9 and 33 were noted.~~

~~Carey: Will this development and Steckman complement each other with regards to style?~~

~~Van Houten: They want to develop the same housing type and the same development type with a good~~

streets. That's my concern.

Kimball: The Central Prairie Focus Area talks about a variety of housing types, smaller lot single family does provide a blend. It's not duplexes or townhomes, if Council accepts the condition put on it.

Wilhelm: This isn't really R2, it's just a house and a third so they can make these a little bit more affordable. Post Falls has a housing crisis. I think this is a good idea. If it was straight R2, I would vote against it.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Schlotthauer: Is this compatible? It's close. It's a reasonable expectation of the city that the product built on the newly annexed County Island to be comparable to the existing homes around it.

Kimball: The comp plan does talk about a variety of housing and future housing needs. This does have the potential to provide for those future housing needs and the affordability.

Carey: There is a need, if this was strictly R2 I wouldn't want that there. With the extra conditions I think this is good.

Schreiber: R1 at 6,500 foot lots, that's 32 units for this parcel. R2 at 4,000 foot lots that's 39 units. So that's a difference of 7 homes.

Gabbert: There was some discussion on preserving the adjacent right-of-way for this zoning district, and Guy Road being currently only x amount of feet. Policy 24 talks about preserving and improving an adjacent right-of-way.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Carey: There was none noted in the packets. No testimony to the contrary.

Discussion:

Schreiber: I'm not in favor of this to front a small single street.

Schlotthauer: I agree. I'm not in favor of this. I want this to be presented to City Council as non unanimous for them to weigh the merits of the application and the concerns that the public has.

Motion by Commissioner Carey to approve Elfers Annexation File No. ANNX-24-10 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation taking into consideration items one through four in the staff report and that a maximum eight units per acre and all be single family detached homes and direct staff to prepare a zoning recommendation to be provided to the City Council.

Second by Commissioner Walton.

Vote:

Yes - Carey, Kimball, Wilhelm, Walton

No - Schlotthauer, Schreiber

Moved/Denied

5. ADMINISTRATIVE / STAFF REPORTS

Manley: Reminder we have a public hearing on February 27, 2025.

6. COMMISSION COMMENT

None

7. ADJOURNMENT

8:14 pm

Date: 2/27/25

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community

**City of Post Falls
Planning and Zoning Commission Minutes**

February 11, 2025

Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Steckman Annexation
File No. ANNX-24-9
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Merle Van Houten of Van Houten Consulting & Design, LLC
LOCATION: The property is located west of N. Spokane Street midway between W Grange Avenue and Prairie Avenue on the west side of Spokane Street.
REQUEST: Zoning recommendation of Medium Density Residential (R2) on approximately 6.7-acres, as depicted in Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 PFPD Comments
11. PA-4 YPL Comments
12. PA-5 DEQ Comments
13. PA-6 ITD Comments
14. PZ Staff Report
15. Testimony at the February 11, 2025, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 11, 2025, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Medium Density Residential (R-2) on approximately 6.7 acres (including right-of-way) upon annexation into the City of Post Falls. He illustrated that the subject property is located west of N. Spokane Street midway between W Grange Avenue and Prairie Avenue on the west side of Spokane Street. The annexation would include the adjacent right-of-way and easements along Spokane Street. Mr. Manley testified that the current land use is a residential use in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider

is the East Greenacres Irrigation District, and the City of Post Falls would be the wastewater service provider having the capacity and ability to serve. This site is considered a county island surrounded by the city boundaries.

During the hearing, Mr. Manley provided that the surrounding zoning for the subject was Single Family Residential (R-1) with a golf course located across Spokane Street to the east. Mr. Manley also testified that the project is sited within the Low Density Residential future land use designation as well as being in the Central Prairie Focus Area embracing a variety of housing types and emphasizing pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.

Mr. Manley also testified that goal six may be supported by policies twenty-four, twenty-six, and thirty-three. Goal seven may be supported by eight, nine, and fifteen. Additionally, there are other goals and policies listed in the staff report that may be appropriate for consideration by the Commission. Any existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development. Mr. Manley also testified that there have been no demonstrable adverse impacts identified through comments received from the noticed agencies in response to the annexation and initial zoning request.

Merle Van Houten, Representative for Blackwell Homes, Applicant

Mr. Van Houten further testified about the project and the requested annexation and zoning recommendation for R2. Currently Tennessee Avenue terminates into the subject property. This provides an opportunity for the continuation of Tennessee Avenue to Spokane Street where it would provide a four-way intersection with Brookie. The adjacent Elfers Annexation would continue a public road out to Guy Street. Both annexations request together could provide improvements to both Spokane Street and Guy Street as being compatible with the Transportation Master Plan.

Mr. Van Houten testified that the requested R2 zoning designation allows the developer to provide affordable housing with limited density and limited impact through additional single-family residences without the need for the expansion of city services. The zoning designation allows them to keep prices beneath the median values and encourages home ownership without multi-family, twin homes or duplexes. He testified that the goal is to make the project similar to the adjacent single-family subdivisions but also encourage affordability. The property fills the need of additional housing opportunities without having to take additional traffic through an existing neighborhood, as it is already located adjacent to two public streets. He agreed that the applicant was willing to cap the density at 8 units an acre for single-family residences.

Public Testimony:

The hearing was opened for public testimony.

In-Favor: Maggie Lyons, Hayden, ID: She represents the organization developing Miracle on Britton and spoke about the issues with homeownership for local workers and builders willing to develop for that demographic.

Neutral - None

In Opposition - Marilyn Morlan, Post Falls, ID: Expressed concerns this development will cause too much traffic which was already an issue.

Rebuttal

Mr. Van Houten: Testified Tennessee Avenue will connect through to Spokane Street and the adjacent request for Elfer's Annexation would provide a through connection from Guy Street. He further clarified that Spokane Street is a major collector and the project complies with the City's Traffic Master Plan and the allowed densities described in the Land Use Master Plan.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of medium density residential (R-2) zone on approximately 6.7-acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low-density residential and it is located inside the Central Prairie Focus Area. R-2 is an implementing zone under the low-density residential designation and is consistent.

The commission finds that the proposed R-2 zone is consistent with the Future Land Use Map and aligns with the emphasis for a variety of housing types in the Central Prairie Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Based on the testimony provided and the staff report, the Commission finds the requested zoning to be consistent with the following goals and policies contained in the comprehensive plan:

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

Upon annexation and development there are opportunities to improve transportation corridors for public safety for both pedestrians and vehicles.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas
- That have readily available service infrastructure and capacity
- That support increased development intensity near the urban core.

After deliberation the Commission finds that the site is currently in an island surrounded by the City, the City has sewer infrastructure adjacent and capacity to serve the project. East Greenacre Irrigation District would provide water. Capacity improvements have recently been made to Spokane Street. Future development of the property would extend Tennessee Avenue to Spokane Street and provide an additional connection for local traffic and improve emergency service access.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

This policy can be met through the requested R-2 zoning providing that there is more flexibility with housing product types.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

This policy is supported through the requirement of these improvements upon development.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission finds that political subdivisions were notified, and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-9, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Medium Density Residential (R2) zoning on approximately 6.7-acres upon successful annexation of the property. The Commission recommends the following items to be included in an annexation agreement in addition to those identified in the staff report: 1) abandonment of septic at the time of development, 2) maximum density of eight dwelling units per acre and 3) detached single-family residences only.

3/11/25
Date


Chairman


Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

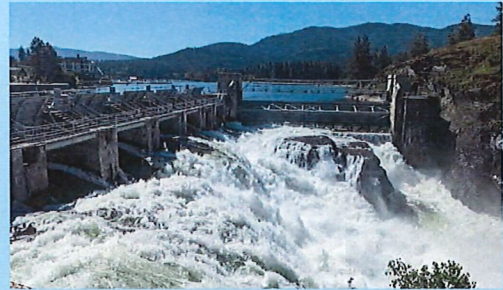
Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Steckman Annexation

ANNX-24-9

April 1, 2025



Jon Manley – Planning Manager

1

OWNER: Blackwell Homes, LLC

APPLICANT: Van Houten Consulting and Design, LLC

REQUESTED ACTIONS:

Applicant is asking for City Council to approve the requested annexation of approximately 6.7-acres (6.96 with rights-of-way) and apply Medium Density Residential (R2) zoning.

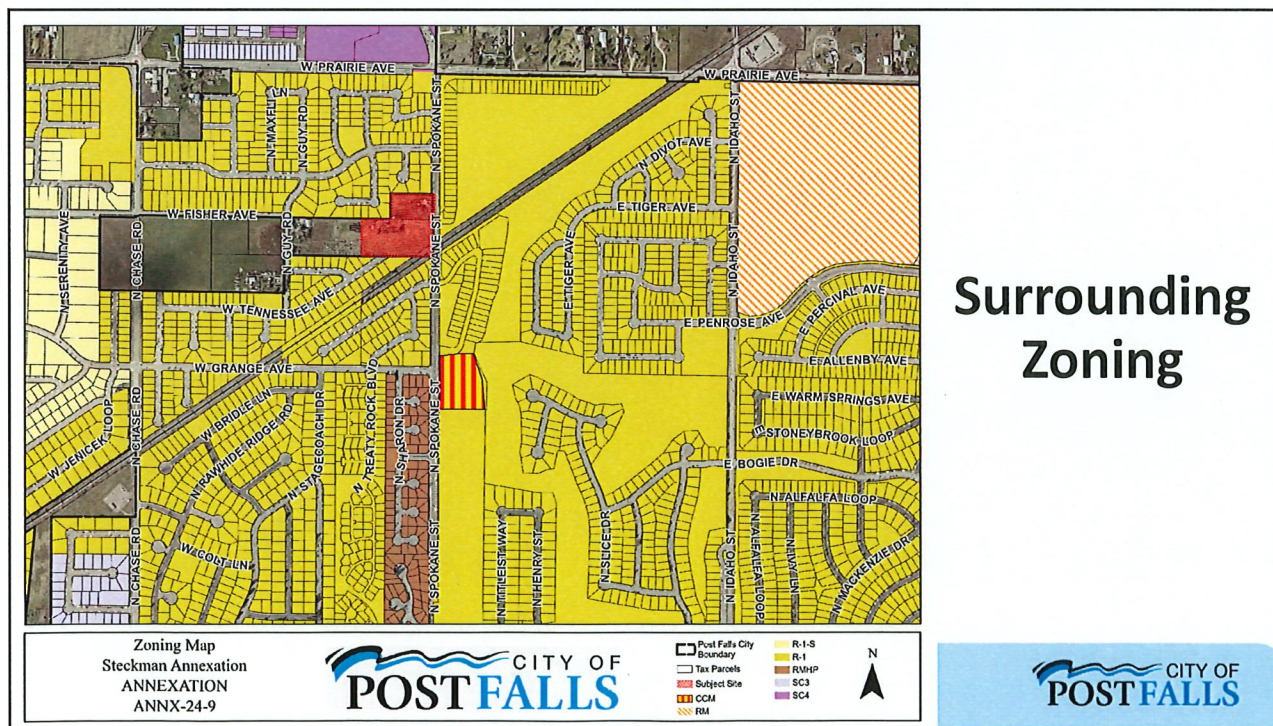
Steckman Annexation



2



3



4

Land Use & Site

- Currently there is a single-family use
- Over the Rathdrum Prairie Aquifer

Water

- East Greenacres Irrigation District

Wastewater

- City of Post Falls
- The City has the capacity to provide service and is willing to serve to the property at the requested density
- Existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development

Traffic

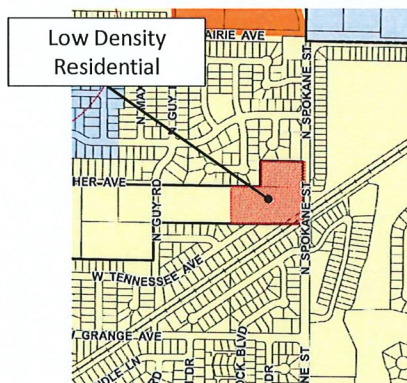
- Spokane St. is an arterial roadway
- Tennessee Ave. is a local residential roadway
- Additional rights-of-way and easement would need to be provided as part of annexation for Spokane St.

Additional Information



5

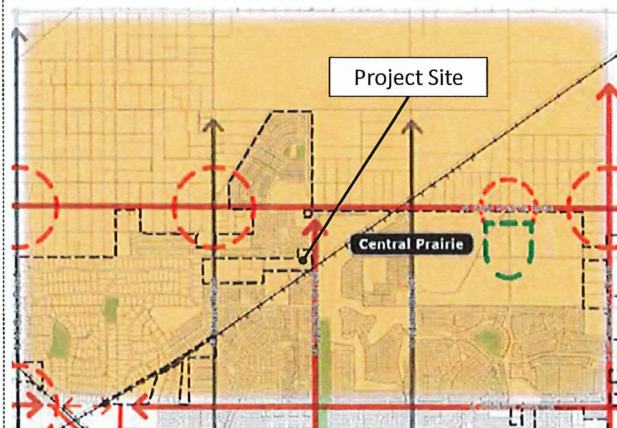
Future Land Use Designation



This category encompasses all types of single-family residential uses **up to eight dwelling units per acre**

Implementing Zoning Districts: R-1-S, R-1, **R-2**, RM, SC3, Per Focus Area.

Central Prairie Focus Area



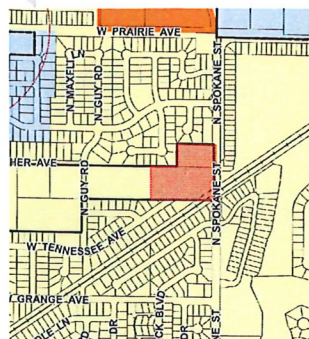
Future Land Use Designation/Focus Area



6

Zone Change Comprehensive Compatibility

Future Land Use Designation



Focus Area

Central Prairie

Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.

Comprehensive Goals

[G.06]: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives

Comprehensive Policies

[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities

[P.26]: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

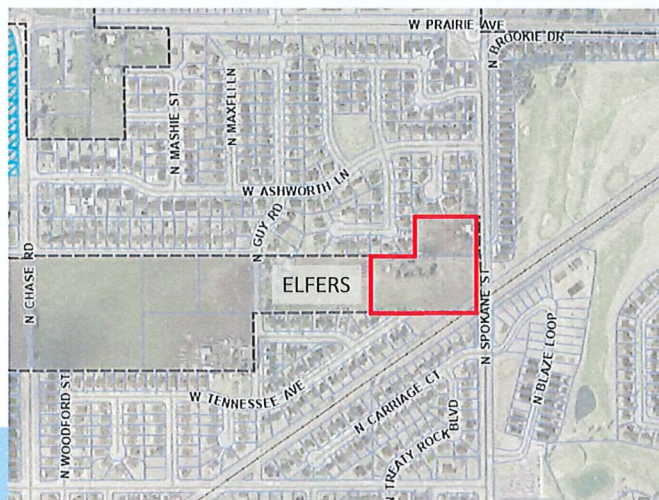
[P.33]: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways



7

Zone Change Comprehensive Compatibility

Future Land Use Designation



Focus Area

Comprehensive Goals

Comprehensive Policies

[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities

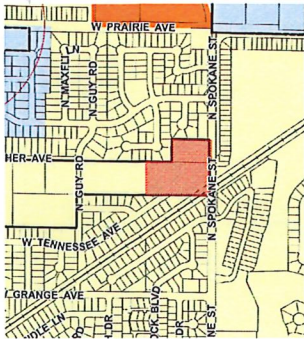
[P.26]: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

[P.33]: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways



8

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
	<u>Central Prairie</u> Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.8]: Encourage compatible infill development..... [P.9]: Encourage annexation of County "islands" within the City [P.15]: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provisions of diverse housing types and price levels



9

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Zone Change Review Criteria



10

- | | |
|-----------------------------------|---------------------------------------|
| • Bonneville Power Administration | • Idaho Dept. of Lands |
| • Kootenai County Fire | • Panhandle Health |
| • PF Highway District | • NW Pipeline Corp. |
| • PF School District | • PF Post Office |
| • Avista (WWP-3) | • East Greenacres Irrigation District |
| • Dept. of Environmental Quality | • Spectrum |
| • Phillips 66 (Pipeline company) | • PF Police Department |
| • Yellowstone (Pipeline company) | • Utilities (W/WW) |
| • TransCanada GTN | • Urban Renewal Agency |
| • PF Parks & Rec | • Kootenai County Planning |
| • Kootenai Electric | • City Link |
| • Ross Point Water | • Idaho Transportation Dept. |
| • TDS | • KMPO |

Agencies Notified



11

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – Review at permitting

[PA-3] Post Falls Police Department - Remain neutral

[PA-4] Phillips 66 (YPL) - No utilities in vicinity

[PA-5] Department of Environmental Quality – No Comment

[PA-6] Idaho Transportation Department - No Comment

P&Z Agency Comments



12

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 **Density Limitation:** Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 **Other Limitations on Development:** In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
- 5.2.1 **Residential Unit Type:** Owner agrees to only construct single family detached units.
- 5.2.2 **Primary Residential Entrance:** The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
- 5.2.3 **Garages:** No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').
- 5.2.4 **Railroad Fencing:** Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the shared property boundary of the property with development of each phase of the property that abuts the rail line.

Annexation Agreement

13

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**

Zone Change Review Criteria

14

Nancy Thurwachter

From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Monday, March 17, 2025 9:39 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Steckman Annexation File No. ANNX-24-9

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No Comment from the Idaho Transportation Department the regarding Steckman Annexation File No. ANNX-24-9.

Robert Beachler
 District 1 Planning Program Manager
 Idaho Transportation Department
 600 W. Prairie Ave
 Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
 (208) 772-1216
 Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, March 17, 2025 12:19 PM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Steckman Annexation File No. ANNX-24-9
Attachments: Exhibit PH-7 NTJ_CC_Steckman ANNX-24-9.pdf

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Nancy,

Phillips 66 does not have any utilities within your attached project vicinity.
(Response 12915)

Leo Martinez

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com



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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, March 17, 2025 1:31 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Steckman Annexation File No. ANNX-24-9

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD has no comments.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle <cingle@kcgov.us>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Friday, March 21, 2025 11:20 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Steckman Annexation File No. ANNX-24-9

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
 2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
 Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 4/1/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Elfer's Annexation File No. ANNX-24-10

ITEM AND RECOMMENDED ACTION:

This agenda item is a public hearing on a request to annex an approximately 4.89-acre (5.2 with rights-of-way) parcel located at 3556 N. Guy Road. The hearing also addresses a request to zone the parcel as Medium Density Residential (R-2). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.89-acres and if the adopted zone change criteria have been met.

DISCUSSION:

The applicant, Van Houten Consulting and Design, LLC, is requesting the City Council annex an approximately 4.89-acre parcel, located at 3556 N. Guy Road, and zone the property as Medium Density Residential (R-2). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

On February 11th, the Planning and Zoning Commission forwarded a recommendation for Medium Density Residential (R2) such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) maximum density of eight dwelling units per acre and 2) detached single-family residence only. Refer to the attached Annexation Agreement Exhibit A-5, conditions 5.1, and 5.2.1.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Elfers Annexation Staff Report File No. ANNX-24-10
2. Elfer's Annexation Powerpoint
3. Exhibit PA-7 ITD Comment_Elfers
4. Exhibit PA-8 Phillips 66 Comment_Elfers
5. Exhibit PA-9 PFHD Comment_Elfers
6. Exhibit PA-10 DEQ Comment_PZ_Elfers
7. Exhibit PC-6 Nelson Comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: March 14, 2025

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanely@postfalls.gov • 208-457-3344

SUBJECT: STAFF REPORT FOR THE APRIL 1, 2025, CITY COUNCIL MEETING
ELFERS ANNEXATION ANNX-24-10

INTRODUCTION:

Van Houten Consulting and Design, LLC is requesting, on behalf of Cooper Family Trust, the property owner, approval to annex approximately 4.89-acres (5.2 with rights-of-way) into the City of Post Falls with a zoning request of Medium Density Residential (R2) (Exhibit A-2). The City Council must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. The Planning Commission forwarded a recommendation for Medium Density Residential (R2) such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) maximum density of eight dwelling units per acre and 2) detached single-family residence only (See Conditions 5.1 and 5.2.1 in Exhibit A-5). The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: Elfers Annexation File No. ANNX-24-10

Owner(s): Cooper Family Trust, PO Box 1692, Sumner, WA 98390

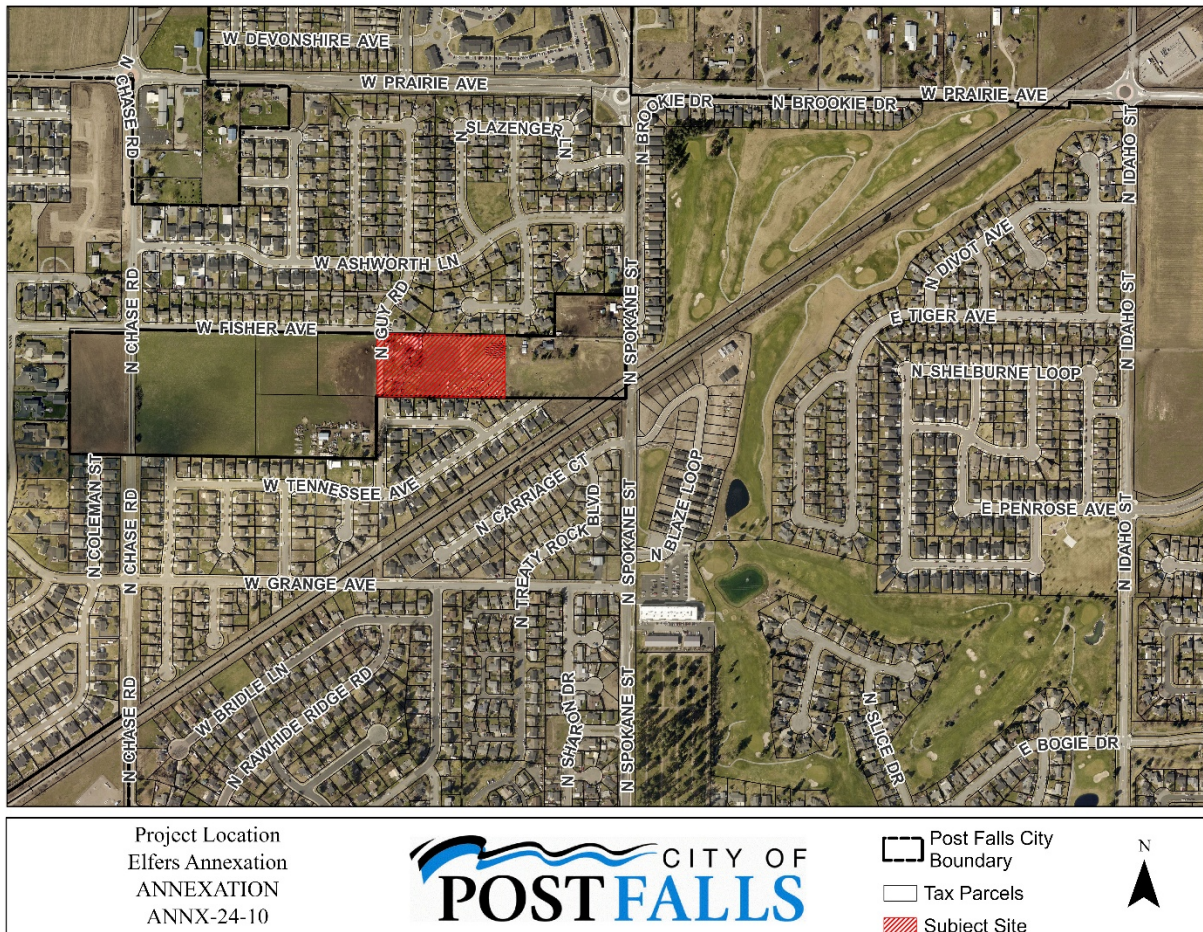
Applicant: Van Houten Consulting and Design, LLC, 401 ½ E. Sherman Ave. Ste. 208, Coeur d'Alene, ID 83814

Project Description: Annex approximately 4.89-acres into the City of Post Falls with a zoning request of Medium Density Residential (R2).

Project Location: The property is located at 3556 N. Guy Road.

AREA CONTEXT (proposed site hatched red – following image):

Area Context Vicinity Map



Surrounding Land Uses: Located to the north is the Greenside Vistas single-family residential subdivision. Directly west of the subject site, across N. Guy Road, is vacant property. The Peregrine Place single-family subdivision is located south of the subject site. To the east the uses are large lot residential single-family use, that is currently in the process of annexation.

EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

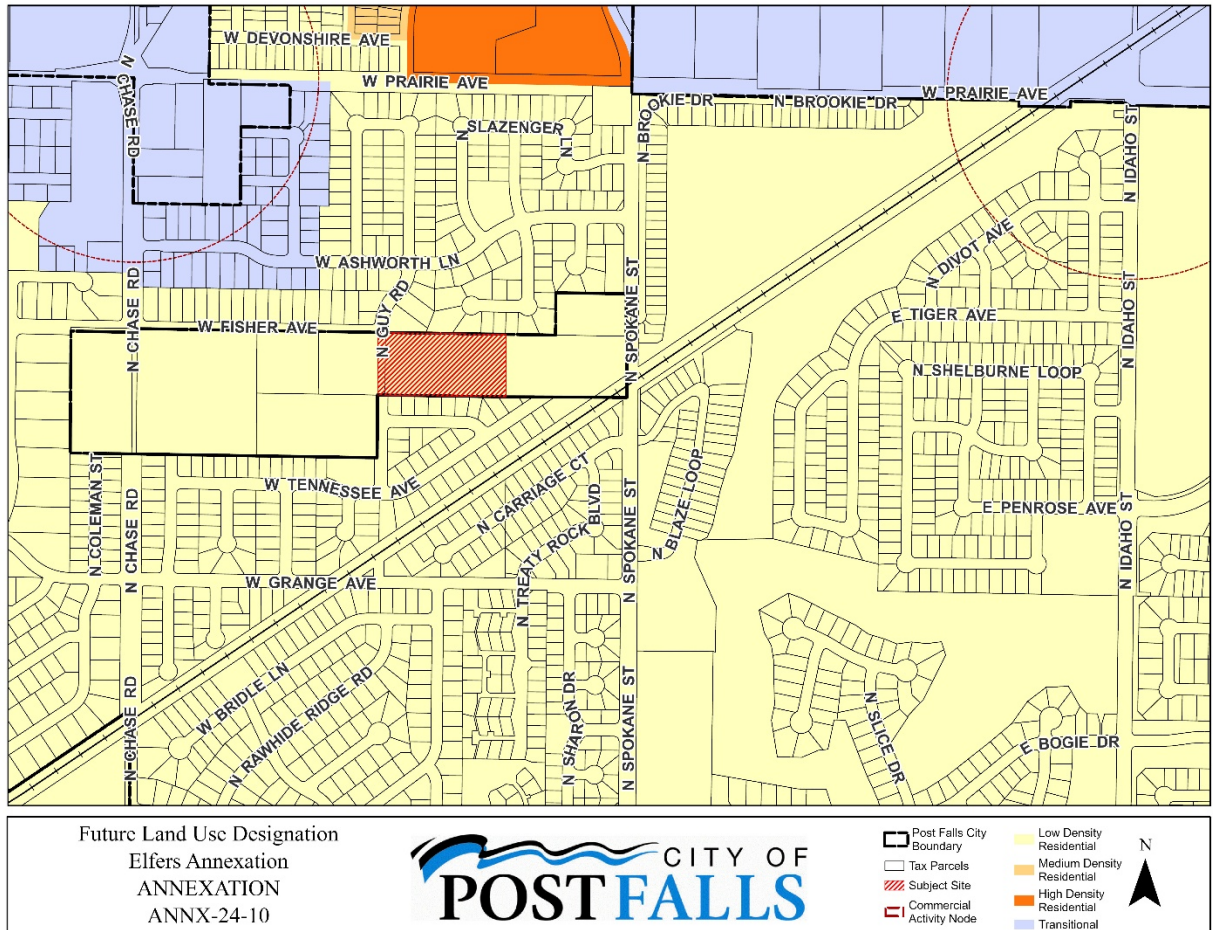
ZONE CHANGE REVIEW CRITERIA

1. **Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**

The Future Land Use Map classifies this property with the land use designation of Low-Density Residential (See Following Image). This category encompasses all types of single-family residential

uses up to eight dwelling units per acre and also supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher traffic volumes, and/ or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

The following are the Implementing Zoning Districts: R-1-S, R-1, R-2, RM, SC3, Per Focus Area.



The proposed annexation is located within the Central Prairie Focus Area, which states the following:

To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Central Prairie focus area:

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- **Support provisions for a variety of housing types and densities;**
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

Staff Comment: The proposed Medium Density Residential (R2) zone aligns with the future land use designation by staying within the eight dwelling units per acre as proposed. The R2 zoning could assist with providing provisions for a variety of housing types and densities.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 15: Maintain and Improve the City's water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions.

Provision of clean, safe water and responsible treatment and disposition of wastewater are essential services for any community. Post Falls recognizes the extreme value of potable water and wastewater treatment as relates to its future, and working with all providers, pledges to manage provision of water and wastewater services, sustaining growth and community vitality.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

- Foster the long-term fiscal health of the community;
- Maintain and enhance resident quality of life;
- Promote compatible, well-designed development;
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Diversification of the housing stock could assist with creating opportunities for more single family "Missing Middle" housing. An increase in more opportunities for attainable housing may assist the long-term fiscal health of the community as housing assists with business retainment and recruitment. Functionally, single family development near other single family development could be considered compatible. The intent of this annexation is to develop in conjunction with an annexation to the east (Steckmans Annexation) which would provide an additional connection to Spokane Street from Guy Rd (See condition 5.2.4 Exhibit A-5). This connection would improve access to Spokane Street.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: Existing uses surrounding the subject site are predominantly residential single-family, which aligns the proposed single-family use.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is in the adjacent N. Guy Road. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. Flows go the Guy Road lift station, which has available capacity to service the property at the requested zoning. The City is in the process of designing system improvements that will remove the Guy Road Lift Station and provide additional long-term capacity, in conformance with the Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Existing septic systems would be required to be decommissioned, in conformance with Panhandle Health requirements, at the time of site development.

The Site is currently provided water service from the East Greenacres Irrigation District.

- Existing and future traffic patterns.

Staff Comment: The property is adjacent to Guy Road, a local residential street. All of the adjoining Guy Road rights-of-way should be brought into the City with annexation.

Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Guy Road – Local Roadway, 35-foot ½ road rights-of-way, which would measure 15 feet of additional rights-of-way and aligning with the existing easterly rights-of-way line for Guy Road in the Subdivisions of Peregrine Place and Greenside Vistas. Additionally, a 10-foot sidewalk, drainage, and utility easement would be required adjacent to the dedicated rights-of-way.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis of this staff report.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

Policy 9: Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas.

Staff Comment: The site is currently within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer and water infrastructure (East Greenacres) is located adjacent to the property. The City has capacity and is willing to provide sewer service to the site.

Guy Road is a classified Local Street, requiring infill paving and construction of urban improvements matching to the existing improvements immediately to the north and south. Dedications of rights-of-way and easement would aid in accommodating the completion of missing improvements within an existing county island section.

- That support increased development intensity near the urban core.

Staff Comment: The location of the proposed annexation is not near the urban core.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have and will be followed for this proposal.

Policy 19: Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.

Staff Comment: This policy may be met through the requested R2 zoning providing opportunities for Cottage or Tiny homes to be developed. By nature of the R2 zoning, single family lots tend to be smaller and more clustered compared to the Single Family Residential (R1) zone. That being said, there are R2 lots similar in size to that of an R1 lot in Post Falls.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way(s) and easement(s) would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site currently within the County.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along N. Guy Road. In collaboration with the proposed annexation to the east (Steckman Annexation), an east/west connection to Spokane St. could be established.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways for N. Guy Road. In collaboration with the proposed annexation to the east (Steckman Annexation), an east/west connection to Spokane St. could be established.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools, and emergency services.

Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements.

Staff Comment: Dedication of additional rights-of-way and associated easements have been previously addressed and will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. Per Idaho Code, no known Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

- Timing that supports orderly development and/or coordinated extension of public services.

Staff Comment: The property is abutting the City of Post Falls on the northern and southern sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water reclamation facilities adjoining the site.

Rights-of-way for Guy Rd., adjacent to the site, are owned by the Post Falls Highway District and maintained (by maintenance agreement) by the City of Post Falls. Urban transportation improvements along Guy Road exist to the north and south of the property.

Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 74: Provide plans and development standards that protect and enhance existing natural systems, natural resources, and open spaces.

Staff Comment: Depending on the type of housing provided within the R2 zoning request there may be additional open space to be provided within the development. There are Park Impact fees paid with each building permit to assist meeting this policy.

Policy 84: Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls

Staff Comment: This policy may be met through the requested R2 zoning by providing opportunities for housing at a lower price point than what is generally delivered with the Single Family Residential (R1) zone. Currently, 75% of the residence with local living-wage jobs in Post Falls can't afford a home. Improving housing opportunities could play a direct role in securing and creating an opportunity to expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- **Helping retain, promote and expand existing businesses and industry;**
- Supporting innovative, entrepreneurial enterprises;
- Supporting opportunities related to business “campus” and mixed-use models;
- **Coordinating provision of workforce housing;**
- Attracting new businesses and clean industry.

Staff Comment: This policy may be met through the requested R2 zoning by providing opportunities for workforce housing of which could help to retain, promote and expand existing businesses and industry as inferred in policy 84 comment.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

Staff Comment: There have been no identified “Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city” at this point in time.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom

Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PLANNING & ZONING COMMISSION PUBLIC AGENCY COMMENTS:

- o Exhibit PA-1 Post Falls School District – Remains neutral
- o Exhibit PA-2 Kootenai County Fire & Rescue – Will comment during permit process
- o Exhibit PA-3 Post Falls Police Department – Remains neutral
- o Exhibit PA-4 Yellowstone Pipeline Co. – No impact
- o Exhibit PA-5 Department of Environmental Quality – No comment at this stage
- o Exhibit PA-6 Idaho Transportation Department – No comment

PUBLIC PROCESS: On February 11, 2025, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Medium Density Residential (R2) to be considered with the annexation application by the City Council such that the following items be included in an annexation agreement in addition to those identified in the staff report: 1) maximum density of eight dwelling units per acre and 2) detached single-family residence only (Exhibit A-5). The Planning and Zoning Commissions Zoning Recommendation dated March 11, 2025, includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on March 14, 2025 and mailed to property owners within 300 feet of the proposed project on March 12, 2025. Notice has been published in the Coeur d'Alene Press on March 14, 2025. The property will be posted by March 21, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.89-acres (5.2 with rights-of-way) and if the adopted zone change criteria have been met for zoning designation of Medium Density Residential (R2). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

- Exhibit A-1 Annexation Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map
- Exhibit A-4 Owner Authorization
- Exhibit A-5 Applicant Signed Annexation Agreement

Staff Exhibits:

- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use Map
- Exhibit S-4 P&Z Minutes
- Exhibit S-5 P&Z Zoning Recommendation

Annexation

ANNX-24-10

Submitted On: Nov 25, 2024

Applicant

 Merle Van Houten
 2089304000
 merle@vanhoutencd.com

Primary Location

Point Location: 47.7410, -116.9532

Application Information

Did an Annexation Pre-app take place?

Yes

Applicant Type

Engineer

Description of Project/Reason for Request

Annexation of 3556 Guy Rd into the City of Post Falls under the R-2 zone.

Existing Zoning

AG

Adjacent Zoning

R-1

Current Land Use

Residential

Adjacent Land Use

Residential

Proposed Zone

R-2

Owner Information

Name

Andy Elfers

Company

Prestige Equity Partners

Phone

2533347256

Email

andy@prestigeequitywa.com

Address

PO Box 1692

City, State, Zip Code

Sumner, WA 98390

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

true

Project Narrative

Annexation of:

Parcels #51N05W-27-2950, #0-3020-27-021-AA

& 0-3020-27-022-AA

Kootenai County, Idaho

Applicants:

3635 & 3599 Spokane St
Blackwell Homes, LLC
2229 Dakota Ave
Hayden, ID 83835

3556 Guy Rd
Prestige Equity Partners
PO Box 1692
Sumner, WA 98390

Prepared by:

Merle Van Houten, P.E., LEED AP



Van Houten Consulting and Design, LLC
401 ½ E Sherman Ave Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000

November 25th, 2024

Project Narrative For Parcels #51N05W-27-2950, #0-3020-27-021-AA & 0-3020-27-022-AA ANNEXATION

Existing Conditions

This request for annexation is being made for three parcels, 3635 & 3599 Spokane St and 3556 Guy Rd. Each of the subject properties are primarily pasture and have existing single-family residences. 3635 Spokane St is approximately 2.06 acres and 3599 Spokane St is about 4.64 acres. The eastern portion of the north property (3635) is comprised of a residence and detached shop/garage. The western two-thirds of the north property is largely cleared of vegetation. The south parcel (3599) is mostly cleared pasture with a driveway near the north edge leading to the home situated on the west side of the parcel. The parcel fronting Guy Rd has two residences and a few outbuildings over 4.9 acres. The terrain is nearly level and typical of land on the Rathdrum Prairie.

All parcels lie in a small pocket of unincorporated land surrounded by Greenside Vistas subdivision to the north, Grayling Estates to the east, and Peregrine Place to the south. These existing communities have been developed in the City of Post Falls as R-1. It should be noted that the lots in Grayling Estates are 5,500 sf in area, which is less than the minimum R-1 lot size of 6,500 sf.

The section of Spokane Street adjacent to the subject properties is classified as a Major Collector Road. Guy Road on the west side of the parcels is a local residential road. Brookie Court is a private road which intersects Spokane St directly across from the subject property. Tennessee Avenue currently dead-ends into the south side of the parcels as a local residential Road. An active railroad track chamfers the southeast corner of the properties.



Existing Conditions Aerial Image

East Greenacres Irrigation District is the water purveyor while the City of Post Falls has jurisdiction over sewer. Sewer connections are available in Spokane St and Tennessee Avenue. Existing water mains are located at Tennessee Avenue and within an easement in the property's NW corner.



Looking west from Spokane St along the northern parcel boundary.



Looking west from Spokane St along the southern parcel boundary.

Annexation Narrative

The primary objective of this R-2 annexation request is to create affordable single-family residences. KMPO projects that 75,000 people will be living in Post Falls by 2035 but only a fraction of them can afford today's median home price of \$526,000 within Kootenai County. The City's 2020 Comprehensive Plan adopted a growth rate which, "equates to approximately 73,000 new residents in Post Falls by the year 2040" (emphasis added). There is a desperate need for attainable housing, but the minimum lot size of a standard R-1 subdivision sets the price point too high and puts that goal out of reach. A cottage home SUP in the R-1 zone reduces the lot area but caps the maximum home size at 1,400 square feet. This document will demonstrate how the R-2 designation will achieve something R-1 cannot, attainable single-family housing with larger house layouts than the cottage standard all while still complying with the City's Comprehensive Plan. The term 'attainable single-family housing' should be emphasized in that statement as the applicants have no intention of creating duplexes, twin homes, townhomes or a rental community. Lot density will not exceed that defined in the City's Future Land Use Map as Low Density Residential (8 units/acre).

The subject properties are in a small pocket of unincorporated land surrounded by residential developments in the City of Post Falls on three sides. The parcels are already benefited by the Post Falls Police Department, Emergency Services and School District and do not border any other city, making Post Falls the sole choice for annexation and development. An annexation map and legal description of the subject parcels have been prepared and stamped by a surveyor licensed in the State of Idaho.

Zoning

Kootenai County currently designates the northern and western parcels as Agricultural while the eastern parcel is in the Ag-Suburban Zone. The request being made in this application is to designate all parcels as an R-2 single-family development. The R-2 designation is consistent with the City's Future Land Use Map, Focus Area and the goals and policies of the Comprehensive plan as demonstrated below.

Future Land Use Map (at right): Light yellow shading designates the area as "Low Density Residential". Other land uses in the vicinity are "transitional" (blue), "medium density" (peach) and "high density" (orange). The Comprehensive Plan lists R-2 zoning as part of the Low-Density Land Use designation. The principal uses and character of Low Density residential is, "all types of single-family residential uses up to eight dwelling units per acre. The applicants do not wish to deviate from said density or housing type. The property's location along Spokane St allows this to be achieved with no increase to traffic on local residential roads and will in fact decrease traffic on some local roads by connecting Tennessee Ave to Spokane St.



Focus Area (at right): The subject parcels are within the “Central Prairie” Focus Area, which prioritizes single-family housing. The Comprehensive Plan states, “with land values increasing, new projects are more likely to integrate higher density housing with community amenities” and “future growth should embrace a variety of housing types and land uses, [and] maintain quality standards. The purpose of this R-2 request is to make single-family ownership available to working families and maintain quality standards



without exceeding the prescribed density of eight units per acre. An R-1 zoning designation would increase the land value to a point beyond what is considered attainable by many. An R-1 cottage home SUP would remedy the lot size issue but limits the house size to 1,400 sf, which is smaller than what the applicants intend to bring to the market. It is important to note that one of the action items for this focus area is to “Support provisions for a variety of housing types and densities”.

2020 Comprehensive Plan Compatibility

The City of Post Falls’s 2020 Comprehensive Plan was carefully considered when deciding to make the R-2 zoning request. This infill area with direct access to a Major Collector Road presents a unique opportunity create an R-2 development that will bring single-family homeownership within reach to a larger percentage of the population. This will be achieved while still complying with the goals and policies of the Comprehensive Plan.

Consistency with the Goals and Policies of the Comprehensive Plan

- i. This R-2 request was evaluated for compliance with the goals and policies found in Appendix B of the Comprehensive Plan and fits with those assigned the “Land Use” or “LU” designation. Specific goals and policies being met are:
 - G-01 – Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.
 - The primary objective of R-2 request is to provide attainable housing in close proximity to places of employment. It provides a diverse population of citizens an opportunity for a good quality of life and the ability to work and reside in the same neighborhood.
 - G-02 – Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.
 - The proposal will allow for infill development of single-family homes with minimal expansion of city infrastructure. These parcels have already been accounted for in the city’s planned growth. The connection of Tennessee Ave and Guy Rd to Spokane St will provide the current residents of Peregrine Place and surrounding

neighborhoods with a more direct connection to a Major Collector Road and thereby ease traffic on other local residential roads.

- G-03 – Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty.
 - The parcels will become an affordable single-family style infill development which this goal encourages. The frontage improvements along Spokane St and Guy Rd provides connectivity to the City’s Existing pedestrian corridors.
- G-05 – Keep Post Falls’ neighborhoods safe, vital, and attractive.
 - The applicants do not intend to build duplexes, twin homes or townhomes. Nor do they envision a rental community. Individual single-family residences will be put on the market below median home prices. Many residents could be achieving home ownership for the first time, creating pride in their home and community. This pride in ownership is proven to lead to safer and more aesthetically pleasing neighborhoods.
- G-06 – Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives.
 - The residents of this infill development will use Spokane St, a major collector road, for almost all vehicle trips generated. The new houses will not have a measurable increase of traffic to existing local residential roads and neighborhoods.
 - The connection of Tennessee Ave and Guy Rd to Spokane St will provide the current residents of Peregrine Place and surrounding neighborhoods with a more direct connection to a Major Collector Road and thereby ease traffic on other local residential roads.
- G-07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.
 - Presently, there is a need for affordable housing. It is a community need that constantly grabs local headlines. This proposal was developed with that demographic in mind and will thereby bolster long-term sustainability. An R-1 zoning designation will put the value of the individual lots above the median price point. The R-2 designation will allow for an attainable price point without exceeding the prescribed maximum density of eight units per acre.
- P.01 –Support land use patterns that: Maintain or enhance community levels of service; Foster the long-term fiscal health of the community; Maintain and enhance resident quality of life; Promote compatible, well-designed development; Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

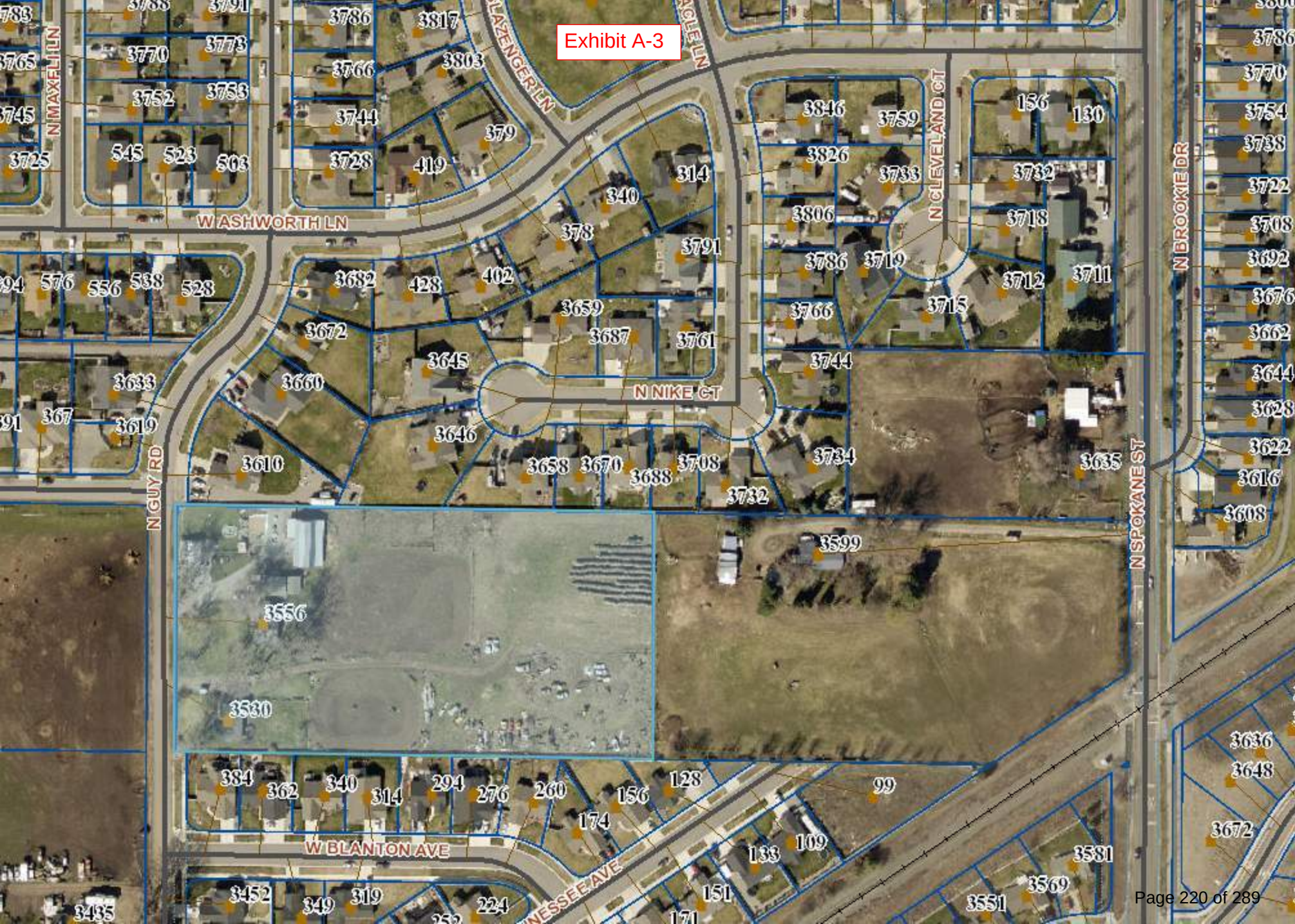
- The applicants' design team and city staff worked closely together to evaluate multiple development options for this infill development. The R-2 zoning designation was recognized by all parties as a means to benefit the City and its citizens with attainable housing in close proximity to places of employment.
- P.02 – Apply or revise zoning designations with careful consideration of factors including: Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans.
 - Existing developments surrounding the subject parcel are all single-family housing. The applicants' vision is to provide the same style housing at a price point that can be more attainable than the options available in the R-1 zone. This will be achieved while still complying with the prescribed density of the future land use map (8 units/acre).
 - The zoning designation does not impact traffic patterns as nearly all traffic will utilize Spokane Street without traveling through other local residential roads or developments. The connection from Tennessee Ave to Spokane St in this development will ease traffic on nearby existing local roads.
- P.06 - Encourage residential development patterns typically featuring: Housing that faces the street edge; An interconnected grid or small-block streets network; Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; Development and utilization of alleys for parking and service access; Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.
 - The proposed development will offer housing that faces the street edge; a small-block streets network; and street sections designed for safety. Alleyways and narrower lanes are among the design options being evaluated to create an aesthetic and efficient design.
- P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.
 - The subject parcels will be an infill development of single-family homes, making it compatible with the Comprehensive Plan and the surrounding neighborhoods.
- P.09 - Encourage annexation of County "islands" within the City, with priority given to areas: Surrounded by incorporated areas; That have readily-available service infrastructure and capacity; That support increased development intensity near the urban core.

- The subject parcels are within an infill island and have readily available service infrastructure. The city's traffic master plan anticipates right-of-way through these parcels.
- P.14 - Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.
 - This application seeks to demonstrate clear and firm compliance with all applicable statutes and ordinances.
- P.15 - Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.
 - The R-2 zoning request was a conscious choice to help serve residents of all ages, incomes and abilities find attainable housing, thereby addressing one of the City's biggest needs. This policy cannot be met under the R-1 zoning designation.
- P.33 - Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.
 - The city's traffic master plan anticipates right-of-way through these parcels.
 - The development will improve traffic patterns as nearly all vehicles will utilize Spokane Street without traveling through other local residential roads or developments. The connection from Tennessee Ave and Guy Rd to Spokane St in this development will ease traffic in nearby neighborhoods.
- P.44 - Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.
 - The subject parcel is considered an infill development because it is surrounded by city infrastructure. Access to public roads and utilities are readily available at the subdivision's boundaries.
- P.45 - Guide annexation decisions guided by and considering: Master plans for water, sewer, transportation, parks, schools and emergency services; Provision of necessary rights-of-way and easements; Studies that evaluate environmental and public service factors; Timing that supports orderly development and/or coordinated extension of public services; Comprehensive plan goals and policies.
 - Annexation of the subject parcels into the R-2 zone brings a small pocket of county land into the city without conflict to a single item of this policy and makes home ownership attainable for families who have been priced out of R-1 subdivisions. When viewing a map

of the City boundary, it is hard to draw any conclusion other than this property should be incorporated into the City of Post Falls.

- ii. Proper Zoning Assignment – The Comprehensive Plan lists R-2 zoning as part of the Low-Density Land Use designation. The land will be developed as detached single-family housing with a maximum density of 8 units per acre. This will bring attainable housing to the market while still complying with the goals and policies of the Comprehensive Plan, as demonstrated in the previous section. City infrastructure is readily available to support the R-2 zoning assignment. The direct link to Spokane Ave means the development will have no negative impacts on existing local residential roads.
- iii. How this annexation benefits the City of Post Falls – Development of the subject properties in the R-2 zone will provide infill development of single-family homes consistent with nearby neighborhoods. Existing public utilities are available to serve the project. Adjacent portions of Spokane Ave and Guy Rd will be improved to meet the City's Transportation plan. The extension of public roads through the parcels will decrease vehicle trips on other local roads. Most importantly, the development will provide much sought-after attainable housing that will bring single-family homeownership within reach to a larger percentage of the population.

Exhibit A-3



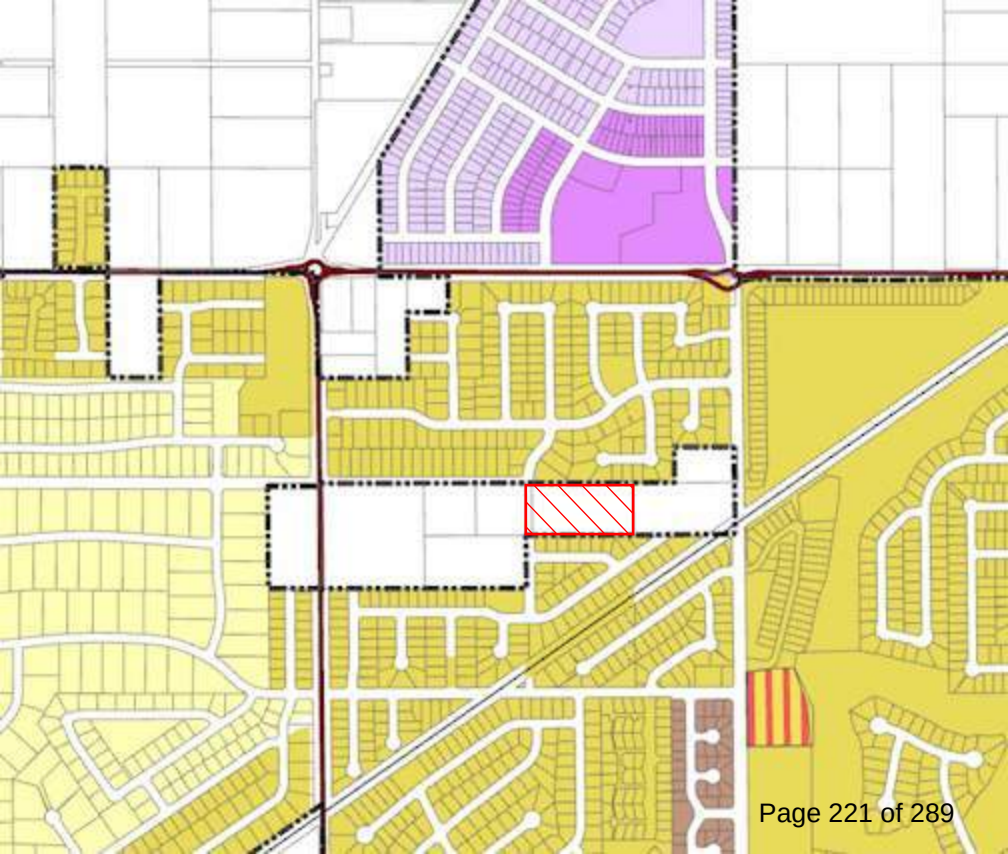


Exhibit A-4

Authorized Representative:
Van Houten Consulting & Design
401 ½ E. Sherman Ave. #211
Coeur d'Alene, ID 83814
Phone: 208-930-4000
Email: merle@vanhoutencd.com

Re: Client Letter of Authorization

To Whom It May Concern,

I, Robert Cooper, hereby authorize Van Houten Consulting and Design, LLC to act on my behalf in all manners relating to the annexation of Parcel 0-3020-27-022-AA (AKA 3556 Guy Rd), including representation with the City of Post Falls, East Greenacres Irrigation District and all other applicable agencies. Any and all acts carried out by Van Houten Consulting and Design on our behalf shall have the same effect as acts of our own.

This authorization is valid until further notice from Cooper Family Trust.

Sincerely,

Robert Cooper
Print Name:
Managing Member
Cooper Family Trust

11/13/2024
Date

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Elfer's Annexation (File No. ANNX-24-10)

THIS AGREEMENT is made [this Click or tap to enter a date.](#), by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Cooper Family Trust located at 3530 Guy Rd, Post Falls, Idaho, 83854.

WHEREAS, Cooper Family Trust, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located at 3556 N. Guy Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property,

Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Guy Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Guy Road for a total right of way width of 55 feet measured from the existing western rights-of-way line of Guy Road.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street rights-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights-of-way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Density Limitation: Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1 Residential Unit Type: Owner agrees to only construct single family detached units.
 - 5.2.2 Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').

- 5.2.4. Certificate of Occupancy: No Certificate of Occupancies shall be obtained until a road connection to Spokane Street has been established.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion

decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.

- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

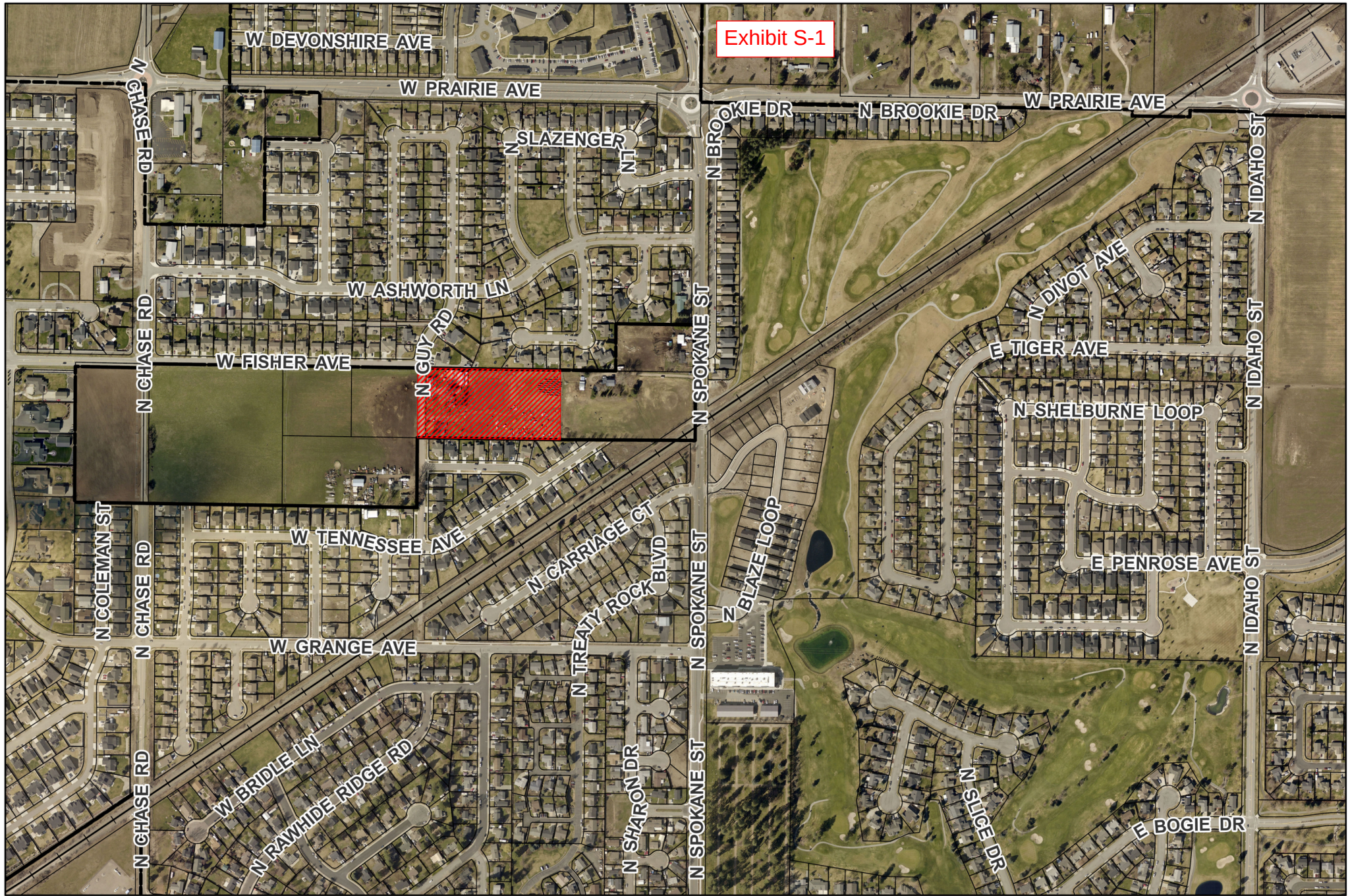
Cooper Family Trust

By: Robert D. Cooper
Robert D. Cooper, as Trustee

ACKNOWLEDGEMENTS

Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

Michael D. G. J. ^{was}
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Newport, UT 99156
Commission Expires: 09/07/2027

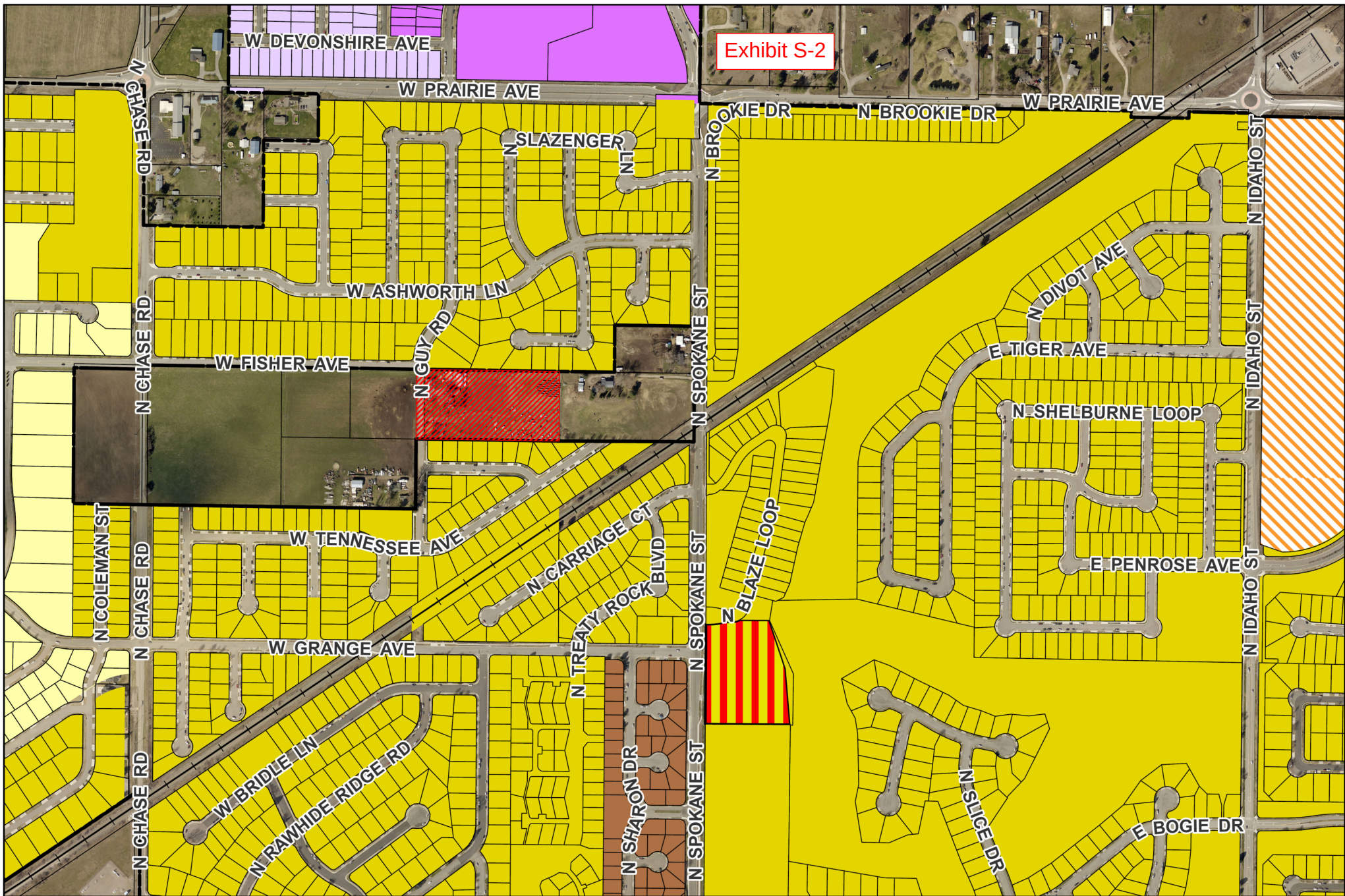


Project Location
Elfers Annexation
ANNEXATION
ANNX-24-10



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



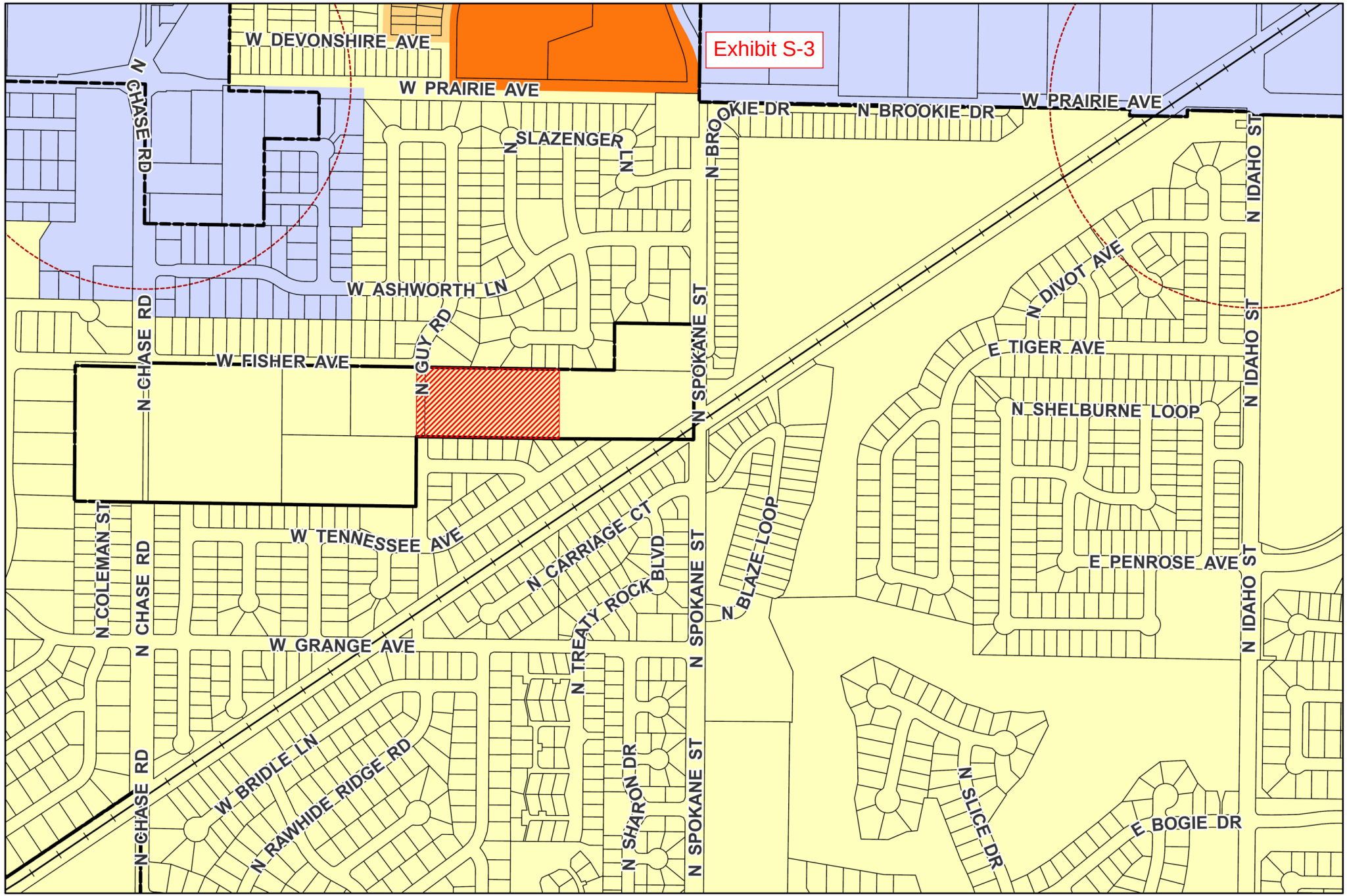


Zoning Map
Elfers Annexation
ANNEXATION
ANNX-24-10



- | | |
|--------------------------|-------|
| Post Falls City Boundary | R-1-S |
| Tax Parcels | R-1 |
| Subject Site | RMHP |
| CCM | SC3 |
| RM | SC4 |





Future Land Use Designation
 Elfers Annexation
 ANNEXATION
 ANNEX-24-10



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Commercial Activity Node
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Transitional





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**February 11, 2025
5:30 PM**

Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854

REGULAR MEETING – 5:30 PM

CALL TO ORDER

5:30 pm

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Chris Schreiber, Bobby Wilhelm

Present: Carey, Walton, Kimball, Schlotthauer, Wilhelm, Schreiber

Excused: Steffensen

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

None

AMENDMENTS TO THE AGENDA

Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.

Manley: Under the consent calendar we will move Action Item "C" to section 3 "Unfinished / Old Business".

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

Ray Kimball: I have a conflict on the Crown Reserve Subdivision File No. SUBD-24-5 which has been moved to the Old Business, I will be recusing myself from that action item.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Meeting Minutes - January 14, 2025, Planning & Zoning Meeting/Workshop

~~Commissioners agree there were none identified, there was no testimony to the contrary.~~

~~Motion by Commissioner Schreiber to recommend approval of the Steckman Annexation file no. ANN-24-9 the finding that the requested zoning meets the approval criteria in Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council and including the items listed in the staff report including 1) Dedications of right-of-way and easements along Spokane Street. 2) Transfer of water rights. 3) Abandonment of existing septic. 4) Maximum density be limited of eight dwelling units per acre. 5) Detached single family residences only.~~

~~Second by Commissioner Walton~~

~~Vote:~~

~~Yes - Carey, Kimball, Schlotthauer, Wilhelm, Schreiber, Walton~~

~~Moved~~

c. Elfers Annexation File No. ANN-24-10

Public Hearing Opened: 7:12 pm.

Staff report

Jon Manley, Planning Manager: The owner is Cooper Family Trust, the applicant is Van Houten Consulting and Design, LLC. Applicant is asking for a recommendation to City Council for Medium Density Residential (R2) zoning on approximately 4.89-acres (5.2 with rights-of-way) as part of an annexation request into the City of Post Falls. The project location is just west of the previous Steckman Annexation and southeast of the intersection of Fisher and Guy Road. Zoning directly adjacent to the north and south are additional R1 single family. Current land use is single family large lot, over the Rathdrum Prairie Aquifer. The water provider is East Greenacres Irrigation and wastewater will be the City of Post Falls. The City has the capacity to provide service and is willing to serve to the property at the requested density. The existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development. Guy Road is a local roadway, additional rights-of-way and easement would need to be provided as part of annexation. The Future Land Use is low density residential, R2 is an implementing zoning district. Comprehensive goals 6 and 7 and Comprehensive policies 8, 9, 15, 24, 26, and 33 were highlighted. Steckman Annexation adjacent, if development together there would potentially be another access from Guy Road easterly towards Spokane Street. Public agencies were noticed, comments received were neutral/no comment/review upon permitting/no utilities in vicinity. There were four comments from the public included in the staff report. Existing septic systems will be required to be decommissioned and any remaining structures connected to City of Post Falls Sanitary Sewer at the time of future development. Prior to commencement of development of the property, the owners shall grant to the City or a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.

Applicant:

Merle Van Houten: These are two separate applications I am representing both. This project fronts Guy Road, to the north and south are Greenside Vistas and Peregrine Place that have a widened road, curb, gutter, and sidewalk. We would be improving the east side of Guy Road to provide connectivity to those improvements to the north and south. Our goals and objectives are affordable housing, primary ownership, limited density, and limited impact. The Future Land Use Map encourages all types of single-family residential uses up to 8 dwellings per acre, R2 is an implementing zone. It is located in the Central Prairie Focus Area that we are striving to adhere to. Our proposed density is 8.0 units per acre to help us set a price point to allow more people to enter home ownership market. The housing type is the same as Steckman Annexation, only single-family detached, 3 bedrooms, 2.0 - 2.50 bathrooms, 2-story, with an attached garage. There are smaller lots that front a private road and includes open space with larger lots along the north providing a good transition to the Greenside subdivision. The Comprehensive Plan Compatibility goals 1, 2, 3 and policies 9 and 33 were noted.

Carey: Will this development and Steckman complement each other with regards to style?

Van Houten: They want to develop the same housing type and the same development type with a good

Testimony

In-Favor: - None

Neutral -

Paul Graham, Post Falls, ID: His concerns traffic would bottleneck where Tennessee connects to Guy Road, he's against duplexes/townhomes, and he expressed concerns about the homes being rentals vs primary ownership. There are "gorgeous trees" there that he doesn't want to see removed.

In Opposition -

Laura Mahaffy, Post Falls, ID (not wishing to speak): I do not support Elfers Annexation.

Karen Olsen, Post Falls, ID (not wishing to speak): I oppose R2 zone. Please keep it single-family.

Deb Thomas, Post Falls, ID: Against R2 Zone. Should remain R1 detached single-family min. 7400 sq ft lots.

Ren Ferglestad, Post Falls, ID: We bought land and built our house in a totally R1 zoned subdivision. I disagree changing the zoning, this is not the only area that could be developed zone R2. The same concept could be done elsewhere that is not yet zoned. We have great diversity in our neighborhood.

Travis Oslund Post Falls, ID: He expressed concerns regarding parking on the street and connectivity to Spokane Street, infrastructure before development not being done, and prefers to keep the volume of homes lower.

Shannon Celentano, Post Falls, ID: This annexation and proposed zoning is a direct contrast to the surrounding zoning. It does not match at all and creates considerable concerns for traffic, safety, and home values.

Elwood Missamore, Post Falls, ID: Too congested with houses and traffic. Spokane Street is only 2 lanes. Many Children, unsafe with all the extra vehicles. Small lot size, where will folks park their cars?

Rebuttal

Van Houten: Regarding Guy Road, we will have a public road that connects to Guy Road and heads east, connects to Tennessee and then up to Spokane Street. There has to be an approach on Spokane Street. When Greenside Vistas was developed there were cul-de-sacs that would not be allowed today, there would have been continuity through to the pieces that we're discussing tonight. We need a connection point to Spokane Street or all the traffic when these properties are developed in any form will end up on Tennessee and Guy Road. The concerns with density, we are trying to meet the need for affordable housing that's below the median home value. By going to 8.0 units per acre we're creating as much density as we can without exceeding what the city has envisioned. Both the layouts presented tonight did have dedicated green space, Steckman had .6-acres and Elfers had .50-acre. Regarding parking, we are willing to entertain a 2 car garage product. The applicants desire is not to retain these lots as rentals. We can work with PAHA to put in place what happened with Miracle on Britain when these are put on the open market.

Public Hearing Closed: 7:56 pm.

Review Criteria:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Carey: It is consistent with the Future Land Use Map and the Focus Area.

Schreiber: I question the zone choice. The R2 is an implementing zone for low density residential use as defined in the comp plan. The R2 zone is for residential structures containing one or more dwelling units and for areas that are readily serviced by collector and arterial streets. Looking at this in isolation, not the whole development, this parcel is not serviced by an arterial or collector street. It's only serviced by a two lane residential side street.

Kimball: I think that's generally higher density is limited towards higher classification roads. Anything over the low density residential threshold of 8 units per acre. Medium density residential, typically is R2 comp plan designation are along a collector or arterial street.

Schreiber: Am I mixing the R2 from the comp plan versus the R2 from zoning.

Kimball: I think you might be mixing medium density on the comp plan.

Carey: They're asking for R2 to make the lots sizes smaller, we can still condition this to single family detached homes with a maximum of 8 units per acre. The R2 is so the lots can be a little smaller without the density.

Schreiber: Looking at our R2 descriptions that says it should be for areas serviced by collector and arterial

streets. That's my concern.

Kimball: The Central Prairie Focus Area talks about a variety of housing types, smaller lot single family does provide a blend. It's not duplexes or townhomes, if Council accepts the condition put on it.

Wilhelm: This isn't really R2, it's just a house and a third so they can make these a little bit more affordable. Post Falls has a housing crisis. I think this is a good idea. If it was straight R2, I would vote against it.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Schlotthauer: Is this compatible? It's close. It's a reasonable expectation of the city that the product built on the newly annexed County Island to be comparable to the existing homes around it.

Kimball: The comp plan does talk about a variety of housing and future housing needs. This does have the potential to provide for those future housing needs and the affordability.

Carey: There is a need, if this was strictly R2 I wouldn't want that there. With the extra conditions I think this is good.

Schreiber: R1 at 6,500 foot lots, that's 32 units for this parcel. R2 at 4,000 foot lots that's 39 units. So that's a difference of 7 homes.

Gabbert: There was some discussion on preserving the adjacent right-of-way for this zoning district, and Guy Road being currently only x amount of feet. Policy 24 talks about preserving and improving an adjacent right-of-way.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Carey: There was none noted in the packets. No testimony to the contrary.

Discussion:

Schreiber: I'm not in favor of this to front a small single street.

Schlotthauer: I agree. I'm not in favor of this. I want this to be presented to City Council as non unanimous for them to weigh the merits of the application and the concerns that the public has.

Motion by Commissioner Carey to approve Elfers Annexation File No. ANNX-24-10 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation taking into consideration items one through four in the staff report and that a maximum eight units per acre and all be single family detached homes and direct staff to prepare a zoning recommendation to be provided to the City Council.

Second by Commissioner Walton.

Vote:

Yes - Carey, Kimball, Wilhelm, Walton

No - Schlotthauer, Schreiber

Moved/Denied

5. ADMINISTRATIVE / STAFF REPORTS

Manley: Reminder we have a public hearing on February 27, 2025.

6. COMMISSION COMMENT

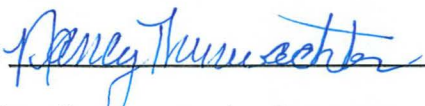
None

7. ADJOURNMENT

8:14 pm

Date: 2/27/25

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community

**City of Post Falls
Planning and Zoning Commission Minutes**

February 11, 2025

Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Elfer's Annexation
File No. ANNEX-24-10**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Merle Van Houten of Van Houten Consulting & Design, LLC

LOCATION: The property is located property is located at 3556 N. Guy Road, southeast of the intersection of Fisher and Guy Road.

REQUEST: Zoning recommendation of Medium Density Residential (R2) on approximately 4.89-acres, (5.2 with rights-of-way).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 PFPD Comments
11. PA-4 YPL Comments
12. PA-5 DEQ Comments
13. PA-6 ITD Comments
14. PC-1 Beach Comment
15. PC-2 L. Gruhlke Comment
16. PC-3 M. Gruhlke Comment
17. PC-4 Norman Comment
18. PZ Staff Report
19. Testimony at the February 11, 2025, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 11, 2025, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Medium Density Residential (R-2) on approximately 4.89 acres (5.2 with rights-of-way) upon the annexation into the City of Post Falls. He illustrated that the subject property is located at 3556 N. Guy Road, southeast of the intersection of Fisher and Guy Road. The annexation would include the adjacent right-of-way and easements along Guy Road. Mr. Manley testified that the current land use is residential in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider is the East Greenacres Irrigation District, and the City of Post Falls would be the wastewater service provider having the capacity and ability to serve. This site is considered a county island.

During the hearing, Mr. Manley provided that the surrounding zoning for the subject was Single Family Residential (R-1) with a golf course located across Spokane Street to the east. Mr. Manley also testified that the project is sited within the Low Density Residential future land use designation as well as being in the Central Prairie Focus Area embracing a variety of housing types and emphasizing pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.

Mr. Manley testified that goal six may be supported by policies twenty-four, twenty-six, and thirty-three. Goal seven may be supported by policy numbers eight, nine, and fifteen. Additionally, there are other goals and policies listed in the staff report that may be appropriate for consideration by the Commission. Existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development. Additionally, prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes. The property is adjacent to Guy Road, classified as a local roadway and a connection could be provided through this property to the east connecting into Tennessee Avenue roadway, resulting in a possible connection to Spokane Street, if that property's pending annexation request was approved. With annexation additional rights-of-way and easement would be required along Guy Road. Finally, Mr. Manley testified that there were no demonstrable adverse impacts identified from comments received.

Merle Van Houten, Representative for Blackwell Homes, Applicant

Mr. Van Houten similarly testified about the property and the requested annexation and zoning recommendation for R2. This project fronts Guy Road to the west, to the north is Greenside Vistas and to the south is the Peregrine Place subdivision. Improvements would be made on the east side of Guy Road to provide connectivity to those subdivisions to the north and south. The owner's goals and objectives are to provide affordable housing, primary ownership, limited density, and limited impact. The Future Land Use Map encourages all types of single-family residential uses up to 8 dwellings per acre, and R2 is an implementing zone. The proposed project would be consistent with the Central Prairie Focus Area. The proposed density is 8.0 units per acre to help set a price point to allow more people to enter the homeownership market. The housing type is the same as Steckman Annexation, only single-family detached, 3 bedrooms, 2.0 - 2.50 bathrooms, 2-story, with an attached garage. There are smaller lots that front a private road and includes open space with larger lots along the north providing a good transition to the Greenside subdivision.

Mr. Van Houten testified that they have the ability to create additional single-family residences without the need for the expansion of city services which will provide opportunity for persons to both reside and work in Post Falls. The property fills the need of additional housing opportunities without having to take additional traffic through an existing neighborhood, as it is already located adjacent to two

public streets. He agreed that the applicant was willing to cap the density at 8 units an acre for single-family residences.

Public Testimony:

The hearing was opened for public testimony.

Testimony

In-Favor: - None

Neutral - Paul Graham, Post Falls: Mr. Graham testified as to his concerns of traffic congestion where Tennessee Avenue connects to Guy Road, and that he is opposed to duplexes/townhomes. He expressed concerns about the homes being rentals instead of primary ownership. There are "gorgeous trees" there that he doesn't want to see removed.

In Opposition - Laura Mahaffy, Post Falls (not wishing to speak).

Karen Olsen, Post Falls (not wishing to speak): Ms. Olsen opposed the R2 Zone request wanting to keep the area single-family.

Deb Thomas, Post Falls: Ms. Thomas testified against the R2 Zone stating that it should be designated as R1 detached single-family properties only.

Ren Ferglestad, Post Falls: Mr. Ferglestad testified that they bought land and built our house in a R1 zoned subdivision. He was against changing the zoning, stating that this is not the only area that could be developed as R2. He believed the same concept could be done elsewhere that is not yet zoned.

Travis Oslund Post Falls, ID: Mr. Oslund expressed concerns regarding parking on the street and the potential connectivity to Spokane Street, infrastructure before the development not being completed, and he preferred to keep the number of homes lower.

Shannon Celentano, Post Falls, ID: Ms. Celentano stated that the annexation and proposed zoning is in direct contrast to the surrounding zoning. Further, that it creates considerable concerns for traffic, safety, and home values.

Elwood Missamore, Post Falls, ID: Testified that the area was too congested with existing houses and traffic. Spokane Street is limited and the proposal would be unsafe for children with all the extra vehicles. Mr. Elwood testified that with smaller lot size, where will cars park?

Rebuttal

Van Houten: In response Mr. Van Houten testified that the applicant would have a public road connecting Guy Road to Tennessee Avenue and then up to Spokane Street through the adjacent property. There would be an approach on Spokane Street as a major collector in compliance with the City's Master Traffic Plan. If Greenside Vistas were developed under today's standards the existing cul-de-sacs would not be allowed, and there would have been continuity through and to the properties being discussed. The connection point to Spokane Street is necessary or all the traffic will end up on Tennessee Avenue and Guy Road. As to the concerns with density, Mr. Van Houten testified that the applicant was trying to meet the need for affordable housing that's below the median home value. By requesting density at 8.0 units per acre they are creating as much density to increase affordability without exceeding what the city has envisioned. Both this and the adjoining property to the east identified dedicated green space. Regarding parking, the applicant is entertaining a 2-car garage product. The applicant's desire is not to retain these lots as rental and would agree to a 8.0 unit per acre density cap and limit the property to single-family residences.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of medium density residential (R-2) zone on approximately 4.89-acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low density residential and inside the Central Prairie Focus Area.

The Commission has considered the staff report and testimony provided and finds that the proposed medium density residential R-2 zone is in accordance with the Future Land Use Map and Central Prairie Focus Area noting that the proposed smaller single family lots provide a blend as consistent. The Commission debated whether the existing roadways by themselves would support the proposed zoning if the adjacent property were not also annexed. The Commission also noted that the proposed R-2 zone was supportable only by limiting it to single family properties and with the density cap in place.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Based on the testimony provided and the staff report, the Commission finds the requested zoning to be consistent with the following goals and policies contained in the comprehensive plan:

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

The proposal for single-family housing in an R-2 zone promotes diverse housing types to assist community needs and fosters the City's long-term sustainability by growing the local economy.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits.

This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the city may help meeting this policy.

Policy 9: Encourage annexation of County "islands" within the city, with priority given to areas:

- Surrounded by incorporated areas
- That have readily available service infrastructure and capacity
- That support increased development intensity near the urban core.

After deliberation the Commission finds that the site is currently in an island surrounded by the city, the city has sewer infrastructure adjacent and capacity to serve the project. East Greenacre Irrigation District would provide water. Future development of the property would improve Guy

Road.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

This policy is supported through requirement for dedication of the rights-of-way and easements adjoining the property as part of the requested annexation. The Commission debated that that with respect to the transportation corridors this property as a stand-alone project may not be supported as there currently exists no connectivity to the east.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

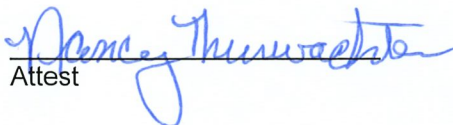
The Commission finds that political subdivisions were notified, and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-10, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed with a split vote. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Medium Density Residential (R2) zoning on approximately 4.89-acres upon successful annexation of the property. The Commission recommends the following items to be included in an annexation agreement in addition to those identified in the staff report: 1) a maximum density of eight dwelling units per acre and 2) detached single-family residences only.

3/11/25
Date


Chairman


Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

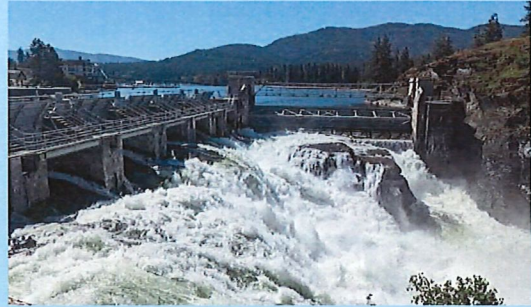
Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Elfer's Annexation

ANNX-24-10

April 1, 2025



Jon Manley – Planning Manager

1

OWNER: Cooper Family Trust

APPLICANT: Van Houten Consulting and Design, LLC

REQUESTED ACTIONS:

Applicant is asking for City Council to approve the requested annexation of approximately 4.89-acres (5.2 with rights-of-way) and apply Medium Density Residential (R2) zoning

Elfer's Annexation



2

Land Use & Site

- Currently a large lot single family use
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- The City has the capacity to provide service and is willing to serve to the property at the requested density
- Existing septic systems will be required to be abandoned and remaining structures to be connected to the City's Water Reclamation system at the time of development

Water

- City of Post Falls Water District

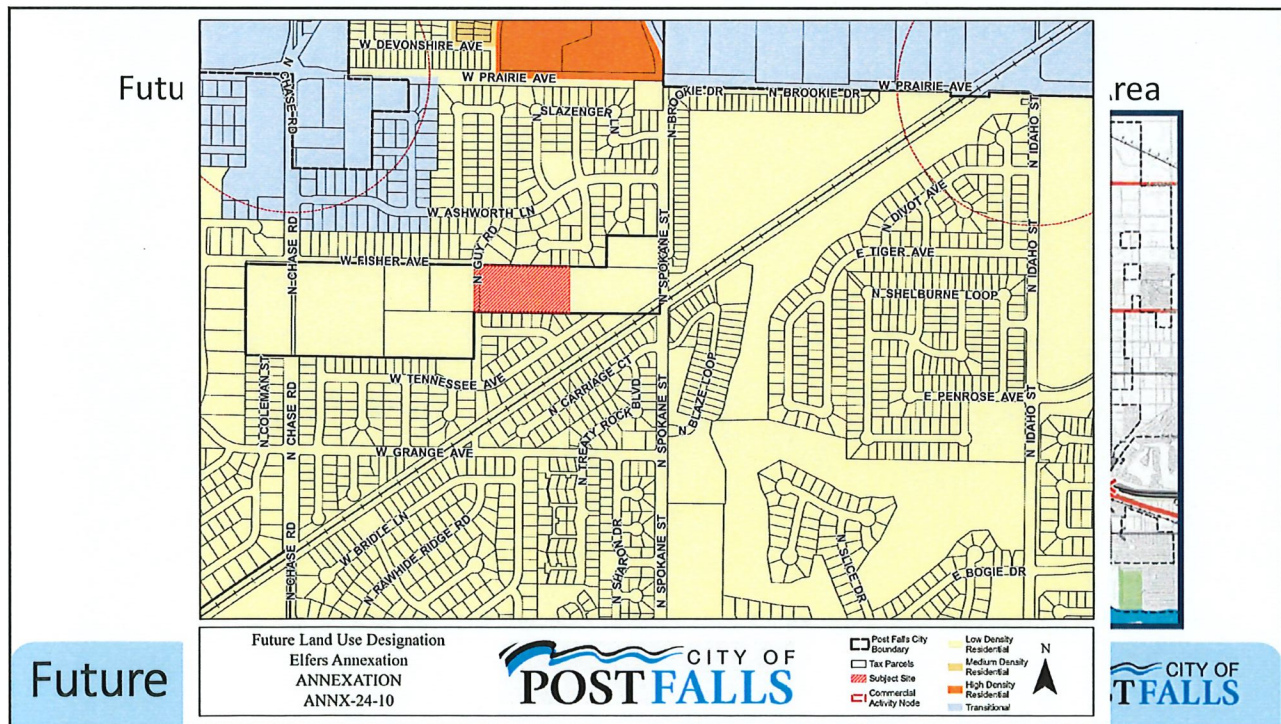
Traffic

- Guy Rd. is a local roadway
- Additional rights-of-way and easement would need to be provided as part of annexation.

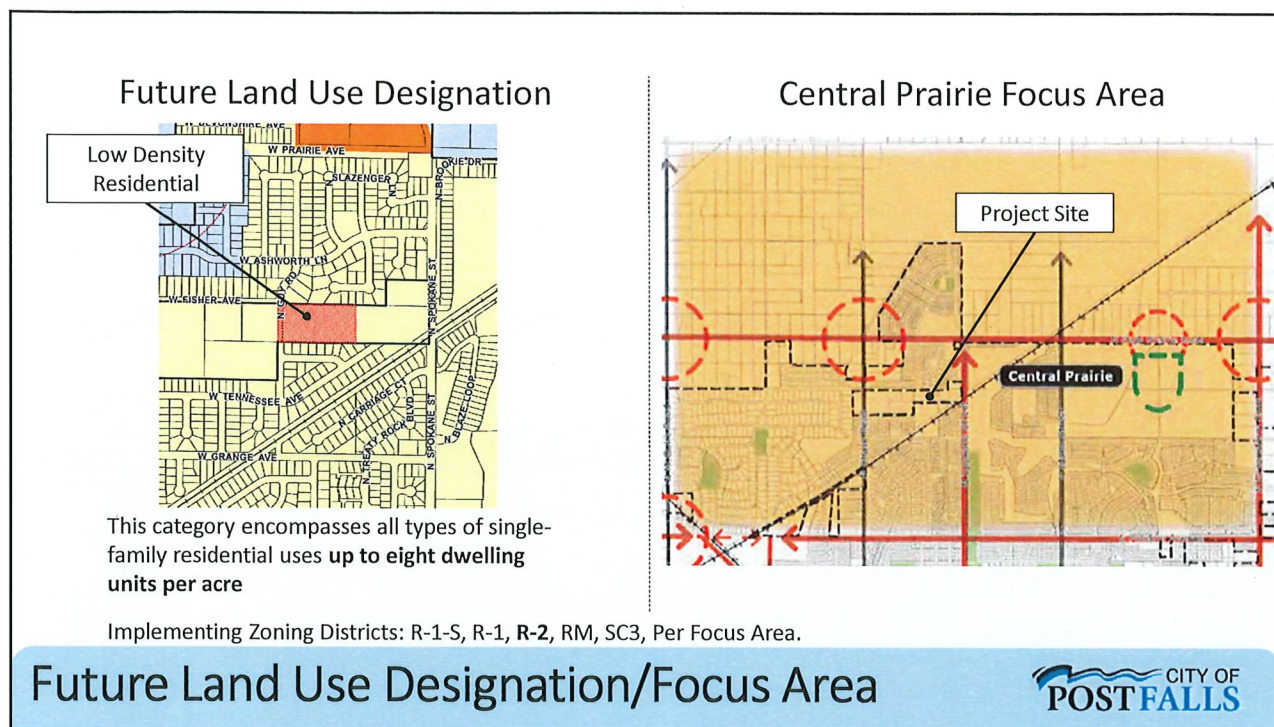
Additional Information



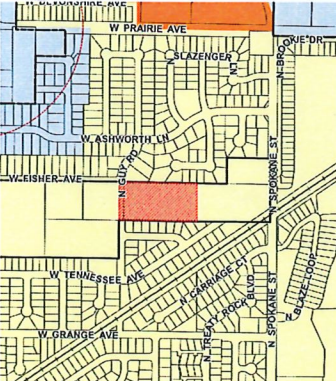
5



6



7

Zone Change Comprehensive Compatibility			
Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
	<u>Central Prairie</u> Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.	[G.06]: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives	[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities [P.26]: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls. [P.33]: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways
			

8

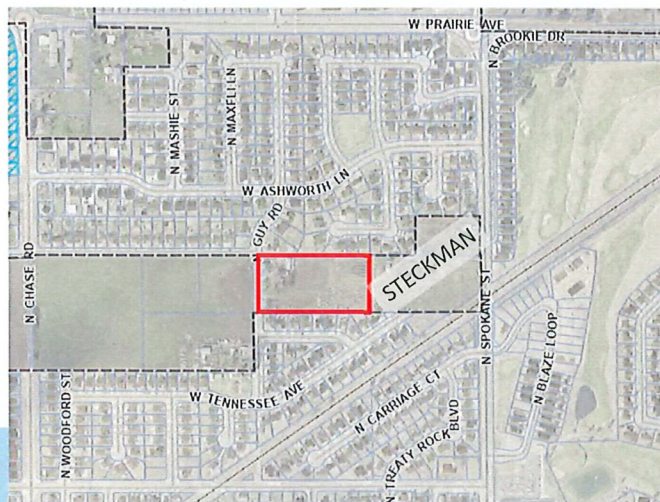
Zone Change Comprehensive Compatibility

Future Land
Use Designation

Focus Area

Comprehensive
Goals

Comprehensive
Policies



- [P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities
- [P.26]: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.
- [P.33]: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways



9

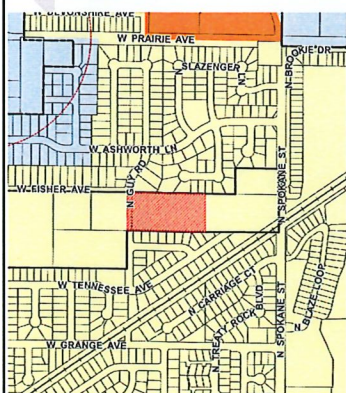
Zone Change Comprehensive Compatibility

Future Land
Use Designation

Focus Area

Comprehensive
Goals

Comprehensive
Policies



Central Prairie

Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.

[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

- [P.8]: Encourage compatible infill development.....
- [P.9]: Encourage annexation of County "islands" within the City
- [P.15]: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provisions of diverse housing types and price levels



10

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**

Zone Change Review Criteria



11

- | | |
|----------------------------------|---------------------------------------|
| • Kootenai County Fire | • Verizon |
| • PF Highway District | • Idaho Department of Lands |
| • PF School District | • Panhandle Health |
| • Avista (WWP-3) | • NW Pipeline Corp. |
| • Dept. of Environmental Quality | • PF Post Office |
| • Conoco Inc. (Pipeline company) | • East Greenacres Irrigation District |
| • Yellowstone (Pipeline company) | • Time Warner Cable |
| • TransCanada GTN | • PF Police Department |
| • PF Parks & Rec | • Utilities |
| • Kootenai Electric | • Urban Renewal Agency |
| • Ross Point Water | • Kootenai County Planning |
| • TDS | • KMPO |

Agencies Notified



12

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – Review at permitting

[PA-3] Post Falls Police Department - Remain neutral

[PA-4] Phillips 66 (YPL) - No utilities in vicinity

[PA-5] Department of Environmental Quality – No Comment

[PA-6] Idaho Transportation Department - No Comment

P&Z Agency Comments



13

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 **Density Limitation:** Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 **Other Limitations on Development:** In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1 **Residential Unit Type:** Owner agrees to only construct single family detached units.
 - 5.2.2 **Primary Residential Entrance:** The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3 **Garages:** No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').
 - 5.2.4 **Certificate of Occupancy:** No Certificate of Occupancies shall be obtained until a road connection to Spokane Street has been established.

Annexation Agreement



14

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**

Zone Change Review Criteria



Nancy Thurwachter

From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Monday, March 17, 2025 9:41 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Elfers Annexation File No. ANNX-24-10

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No Comment from the Idaho Transportation Department the regarding Elfers Annexation File No. ANNX-24-10

Robert Beachler
 District 1 Planning Program Manager
 Idaho Transportation Department
 600 W. Prairie Ave
 Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
 (208) 772-1216
 Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, March 17, 2025 12:24 PM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Elfers Annexation File No. ANNX-24-10
Attachments: Exhibit PH-7 NTJ_CC_Elfers ANNX-24-10.pdf

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Nancy,

Phillips 66 does not have any utilities within your attached project vicinity.
 (Response 12916)

Leo Martinez

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
 18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com



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From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Friday, March 14, 2025 11:51 AM

To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, March 17, 2025 1:33 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Elfers Annexation File No. ANNX-24-10

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This annexation request fulfills the requirements of Idaho Code 50-222. Therefore, the PFHD supports this annexation.

Kind regards,
 Jonie

Jonie Anderson
 Post Falls Highway District
 208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle <cingle@kcgov.us>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Friday, March 21, 2025 11:20 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Elfers Annexation File No. ANNX-24-10

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
 2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
 Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 14, 2025 11:51 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert

Nancy Thurwachter

From: CityClerk
Sent: Tuesday, March 25, 2025 12:53 PM
To: Nancy Thurwachter
Subject: Fw: Online Form Submittal: Citizen Feedback

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Tuesday, March 25, 2025 12:41 PM

To: CityClerk <cityclerk@postfalls.gov>

Subject: Online Form Submittal: Citizen Feedback

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen Feedback

We Value Your Feedback

Please take a moment to share your questions, comments, complaints, or suggestions on any City-related matter. If you would like a response, be sure to include your name and email.

Note: This form is not for urgent or time-sensitive issues.

For department-specific inquiries, please visit our staff directory for direct contact information.

First Name	kristin
Last Name	nelson
Email Address	<i>Field not completed.</i>
Address	327 w tennessee ave
City	post falls
Topic	General
Comments	I am against medium and high-density housing for Elffers annex. The small area, neighborhood and roads DO NOT support it. Medium density or high density housing would create large amounts of traffic and make the neighborhood unbearable. It would create a traffic bottleneck at the railroad

track crossing on Spokane Street. The parking for townhomes would not be sufficient. For example, Blaze Loop townhomes have inadequate parking. There are several vehicles at all times parked on the street. Over flow parking on Tennessee ave. would create a safety concern.

The more people in this area would make the neighbor hood unbearable. In my opinion, would increase crime. Also, it would increase unauthorized heavy traffic from ATV s and loud dirt bikes on the railroad tracks. As of today, this noise is all ready unbearable.

Please do not allow medium or high-density housing. The small area only supports single family homes.

Do you want someone to contact you regarding your comments?

Field not completed.

Please rank how we did based on your last interaction with the City or City employee

Good

Email not displaying correctly? [View it in your browser.](#)

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/1/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Spokane Street Rehabilitation – Contract Amendment with Welch Comer Engineers for the Spokane Street and Poleline Avenue Roundabout

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Contract Amendment with Welch Comer Engineers.

DISCUSSION:

The City's Streets Division recently investigated the Spokane Street and Poleline Avenue roundabout for pavement rehabilitation. Rather than simply removing and replacing the asphalt, it was found this rehabilitation work would involve repairing the base rock under the asphalt in the roundabout. Due to the impact on the public during construction and the extent of the traffic control needed, City Staff recommends this work be performed by a contractor for the city.

The roundabout rehabilitation necessitates a design of the work as described in the Additional Services Agreement with Welch Comer Engineers. Once completed, the design will provide the City with the necessary information to seek informal bids for the city's consideration under the procurement rules for public works projects of a medium value (not exceeding \$200,000). Bidding services are included in this agreement. If this Additional Services Agreement is authorized, city staff will return with a recommendation and project update at a future City Council meeting once design is completed.

This work is budgeted for and will be funded through the annual budget for Streets Reconstruction and the Spokane Street Rehabilitation project, which is primarily funded through the Strategic Initiatives Grant. It is anticipated that any balance of grant funding will be applied to the roundabout rehabilitation to offset the city's project costs for work in the roundabout. The preliminary estimate for this additional work is less than \$200,000.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 4, 2025 – Contract Amendment with Welch Comer Engineers
March 4, 2025 – Contract Contingency with Interstate Concrete and Asphalt
August 6, 2024 – Contract Change Order to Extend Paving Limits
June 18, 2024 – Engineering Services Amendment to Agreement
June 18, 2024 – Cooperative Agreement with the Idaho Transportation Department
May 7, 2024 – Staff Report and Project Update
April 2, 2024 – Engineering Services Contract Amendment
February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the Spokane Street and Poleline Avenue roundabout rehabilitation is provided by the remaining Strategic Initiatives Grant funds and the Streets reconstruction budget. Council approval is requested for the contract amendment, totaling \$40,000. In the event additional work or contract changes are required, the Public Works Director or his designee will authorize changes up to the contingency in the amount of \$4,000. Council approval is requested for the total amount of \$44,000. The adjusted contract total becomes \$349,150.

BUDGET CODE:

001-431.1811.95040 (Spokane Street Reconstruction) and 001-431.0000.68180 (Street Reconstruction)

ATTACHMENTS:

1. Welch Comer Amendment #7 to Spokane Street Rehabilitation
2. PPT Presentation Spokane Street - Spokane and Poleline RAB

Authorization for Additional Services Amendment 7

The Effective Date of this Authorization is: _____

Background Data:

Effective Date of Owner-Engineer Agreement: February 1, 2022

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Spokane Street Rehabilitation

Description of Additional Services:

Spokane Street and Poleline Avenue Roundabout Rehabilitation

1. Roundabout Rehab Design Services

- A. Utility Coordination: Coordinate with Avista regarding potential shallow gas or power lines in the RAB within ~1-1.5' of the surface. Show any shallow lines on the plans and relay information to Contractor, as needed.
- B. Survey: No design topographic survey is required. Aerial imagery will be used for design documents. It is assumed that Contractor will reference and replace the roadway surface to maintain existing drainage patterns.
- C. Geotechnical Engineering: No Geotechnical investigation or design is required. The Owner will provide the desired roadway section materials and thicknesses.
- D. Rehab Design: Existing conditions will be shown on aerial imagery. These design plans will be accompanied by typical sections and details as necessary. Plans will show project limits, approximate roadway widths, and ADA ramps to be replaced. It is assumed only horizontal information will be provided.
- E. Specifications: Using EJCDC & ISPWC specifications, Engineer will list technical specifications on the plan sheets, as necessary, to clearly describe project requirements. Front-end RFQ documents will be modeled upon the recent Lundy Blvd Waterline project.
- F. Traffic Control Design Services
 - a) Engineer will develop a traffic control plan for full closure of the roundabout for the duration of the project, including both vehicular and pedestrian traffic control. Engineer will create the plans, review them with the Owner, Contractor, and, if applicable, the Contractor's traffic control subcontractor, and then make necessary revisions to finalize the set. It is assumed that one round of comments from the Owner and corresponding revisions will be sufficient. This final plan will serve as the baseline for construction and the Owner's public outreach efforts.
 - b) It is assumed that two (2) traffic control plan sheets will be needed.

2. Roundabout Bid Phase Services

- A. Engineer will facilitate an informal bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:
 - a) Engineer will discuss with Owner the qualifications of prospective contractors, subconsultants, and suppliers.
 - b) Prepare request for quotes for a minimum of three (3) local contractors.
 - c) Respond to bidders' questions and issue necessary addenda.
 - d) Receive bids via email and evaluate the bids with the City and make a recommendation.
 - e) If the issued documents require, the Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to awarding contracts for the work.
 - f) Review quotes and provide written recommendation of award. Attend City Council Meeting to present the recommendation.
 - g) The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

3. Roundabout Construction Phase Services

- A. General Administration of Construction Contract: Consult with Owner and act as Owner's Engineering representative.
- B. Construction Surveying: No construction surveying is included in this Amendment.
- C. Pre-Construction Conference: Facilitate a Pre-Construction Conference prior to commencement of Work at the Site. Attendees to include Owner, Contractor, and Engineer. Topics will include project items such as: dig out strategy confirmation, team communication, traffic control options, and schedule.
- D. Site Visits and Construction Observation: Includes construction observation of up to 10 working days in duration. The scope of construction observation services shall remain as noted in Amendment 2.

4. Assumptions:

- A. It is assumed that the Spokane Street and Poleline Avenue Roundabout Rehabilitation will be a standalone RFQ bid package and not included in the existing Spokane Street Rehabilitation project. Therefore, ENGINEER will develop a standalone plan set, conduct a bidding phase, and conduct construction administration as if the projects were separate.
- B. It is assumed that the cost of the project will be under \$200,000 and therefore an informal bid process is anticipated.
- C. This scope of work assumes daytime construction.
- D. A SWPPP is not needed, since the project area is below one (1) acre.

Description of Modification of Payment to Engineer:

1. Owner shall pay Engineer for services described on a lump sum basis as follows:

Phase	Payment Type	Amount
Roundabout Rehabilitation Design Services	Lump Sum	\$ 13,500
Roundabout Bid Phase Services	Lump Sum	\$ 5,000
Roundabout Construction Phase Services Extension	Lump Sum	\$ 21,500
Total		\$ 40,000

- A. The Lump Sum portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- B. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original Agreement amount:

Design Phase (Lump Sum)	\$	26,500.00
Railroad Coordination (Hourly)	\$	22,400.00
Amendment 1 (Lump Sum)	\$	4,000.00
Amendment 2 (Hourly)	\$	96,000.00
Amendment 3 (Lump Sum) amount:	\$	4,000.00
Amendment 4 (Hourly) amount:	\$	21,250.00
Amendment 5 (Lump Sum) amount:	\$	90,000.00
Amendment 6 (Lump Sum) amount:	\$	45,000.00
Amendment 7 (Lump Sum) amount:	\$	40,000.00
Adjusted Agreement amount:	\$	349,150.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect. Welch Comer & Associates, Inc is authorized to perform the work described in this Amendment.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print name: Ronald G. Jacobson

Print name: Matt Gillis, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 03/20/2025

PM Approval: MRG

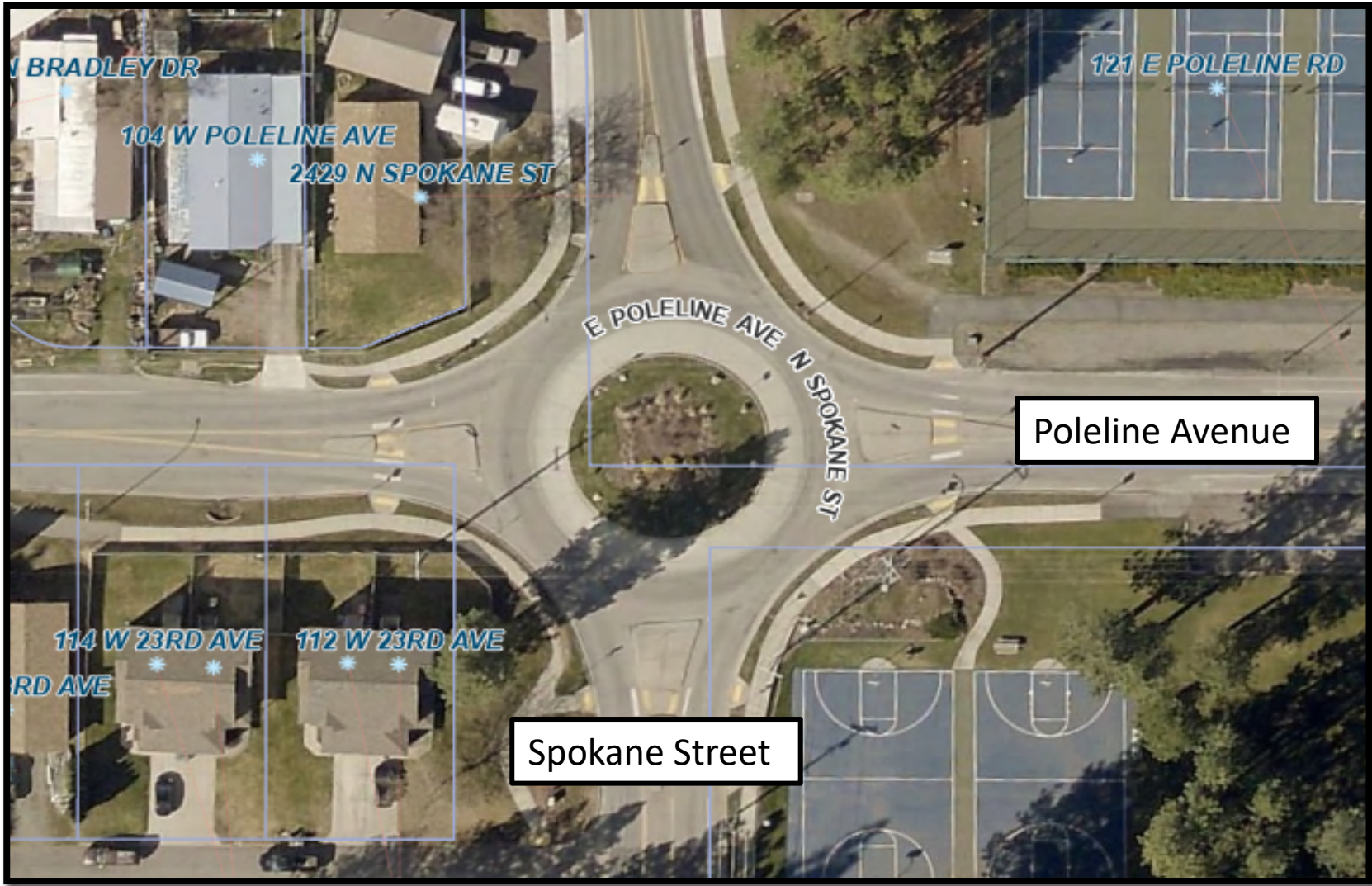
Spokane Street Rehabilitation

Spokane and Poleline Roundabout

Andrew Arbini
Projects Division Manager, Public Works
April 1, 2025



Spokane Street and Poleline Avenue Roundabout



Background

- Originally designed and constructed circa 2009
- Repair was budgeted as a Streets Division annual maintenance project
- Recent patching efforts indicate more extensive repair is necessary. Includes sub-grade and base rock improvements
- Resource availability, scope of work and minimizing disruptions to traffic

Existing Condition



Spokane Street and Poleline Avenue Roundabout

- Development of contract documents to request informal bids from contractors to perform the work
- City intends to request bids from three paving contractors
- City Staff and Welch Comer will evaluate bids and return to City Council with a recommendation

Welch Comer Engineers

Engineering & CMS (March 18, 2025) **\$ 40,000**

Revised contract total (Amendments 1 through 7) \$ 349,150

- Staff requests a \$4,000 contract contingency with Welch Comer
- **Total request this evening: \$44,000**

Budgeted and funded through:

- Street Reconstruction 001-431.0000.68130
- Spokane Street Reconstruction 001-431.1811.95040

*Any remaining grant funds will be applied to offset project costs

Next Steps

Spokane Street and Poleline Avenue Roundabout

- Finalize design documents and request for informal bids
- Staff recommendation and update at a future City Council Meeting

Complete Spokane Street Rehabilitation - 4th Avenue to Seltice Way

- April 7, 2025 to May 28, 2025

Questions



Spokane Street Rehabilitation Project



CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 4/1/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Area of Impact

ITEM AND RECOMMENDED ACTION:

Staff will present an update on the negotiation of an Area of Impact map with neighboring cities and Kootenai County. The presentation will present a draft Area of Impact Map for consideration. No action is planned at this meeting. Staff will incorporate any feedback from the mayor and city council and bring a revised draft map to the next city council meeting for approval.

DISCUSSION:

During the 2024 legislative session, SB 1403 adopted a complete overhaul of the Area of City Impact requirements contained in I.C. 67-6526. Previously, each city was required to negotiate an Area of City Impact boundary and agreement with the county. The agreement determined the land use rules that would apply within the boundary. The Area of City Impact was intended to protect the interests of the city in areas where the city was likely to grow as well as areas where annexation was unlikely but where the interests of the city could be impacted by development, such as watershed areas where the city's drinking water could be impacted.

SB 1403 changed the focus from protecting cities to ensuring the primacy of counties in the renamed Areas of Impact. SB 1403 requires that the county adopt a new Area of Impact boundary for each city before the end of 2025. The Board of County Commissioners is required to hold a hearing, at the city's expense, to consider the new boundary. The BOCC may, but is not required to, adopt the draft proposed by the city. SB 1403 also narrowed the scope of the Impact Area to only those areas where annexation is likely to occur in the next five years. Additionally, Impact Areas can no longer overlap with another city's Impact Area and can't extend more than two miles from the existing city limits.

Finally, SB 1403 makes no provision for negotiating the rules that will govern growth within the Impact Area.

The city's current Area of City Impact boundary was adopted in 2004 in conjunction with the cities of Hayden and Rathdrum. In the agreement, each city had an "exclusive" impact area as well as a "shared tier" where annexation decisions would be determined on the ability to provide sewer service in order to protect the aquifer. The county's land use ordinances require development in the ACI to meet the city's development standards.

Staff began meeting with neighboring cities in the fall of 2024 to coordinate proposed Impact Areas and to resolve any potential overlapping boundaries. Staff met with Hauser, Coeur d' Alene, Rathdrum, and Hayden. Staff also attempted to meet with State Line, who don't have an ACI, and Huetter, but were unable to schedule a meeting with these cities. Staff of the various cities were largely able to resolve areas of potential overlap with the goal of streamlining the hearing process. The Post Falls Impact Area does have a small overlap with the current Hauser ACI, which Hauser would like to keep. The area is south of Prairie Avenue, along Pleasantview Drive, in an area where sewer service might be requested within 5 years to support industrial uses. Hauser does not have a sewer system. There may also be overlaps with Huetter south of the freeway along Huetter Avenue. This area is included in the Post

Falls wastewater collections master plan and Huetter does not have a sewer system.

The purpose of this presentation is to discuss the draft Post Falls Impact Area and to solicit feedback. Any feedback will be incorporated into a draft map that will be presented for adoption by the city council at the next meeting. From there, staff will forward the proposed Impact Area map to Kootenai County and begin discussions with Kootenai County's planning staff on the land use rules for the Impact Area. Planning Director Callahan has indicated a willingness to negotiate the land use rules for the Impact Area despite no longer being required to do so by the statute.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

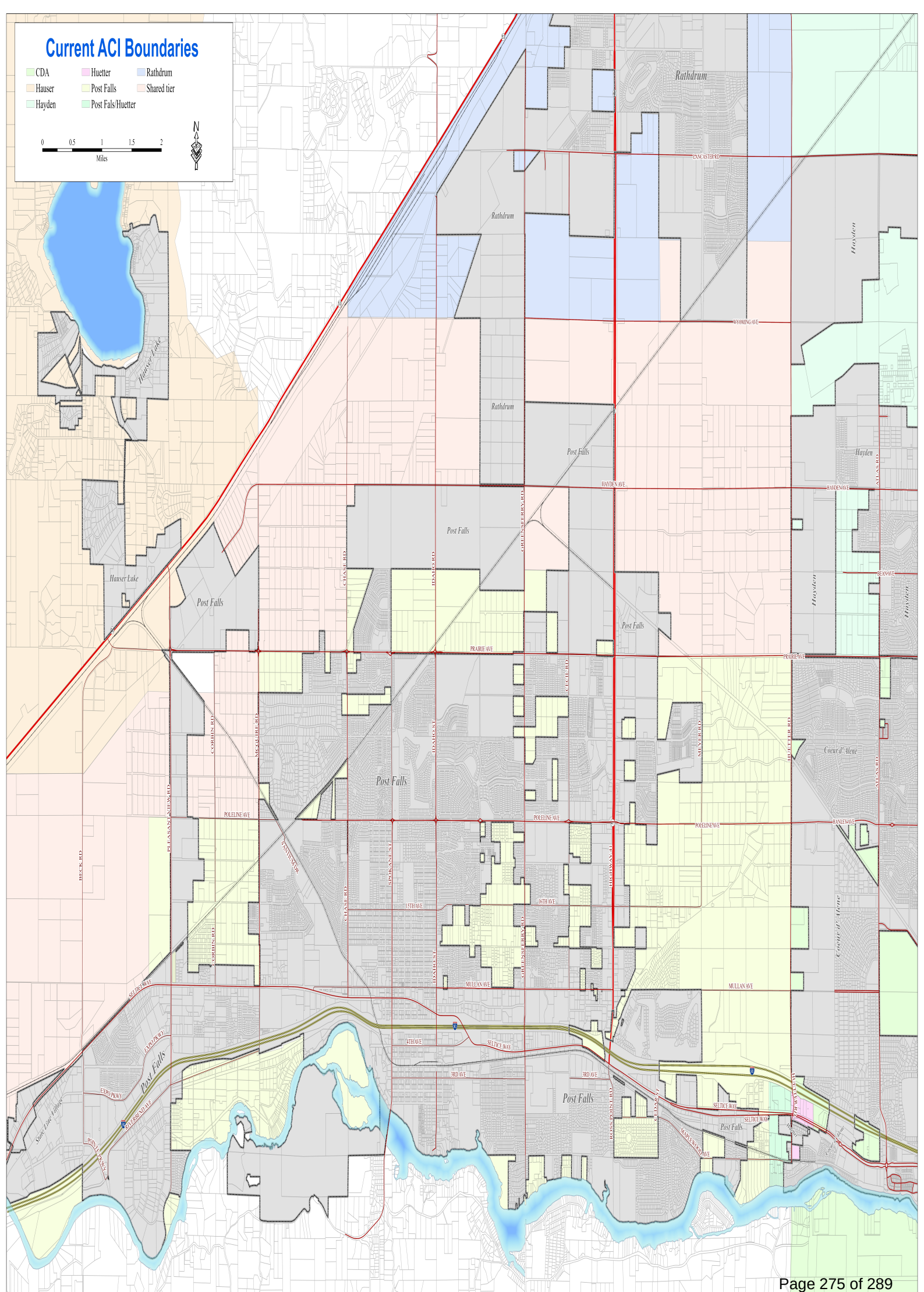
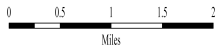
N/A

ATTACHMENTS:

1. CurrentAOI
2. CityCouncilProposedAOI
3. 03.22.25 Area of Impact Boundary Staff Presentation

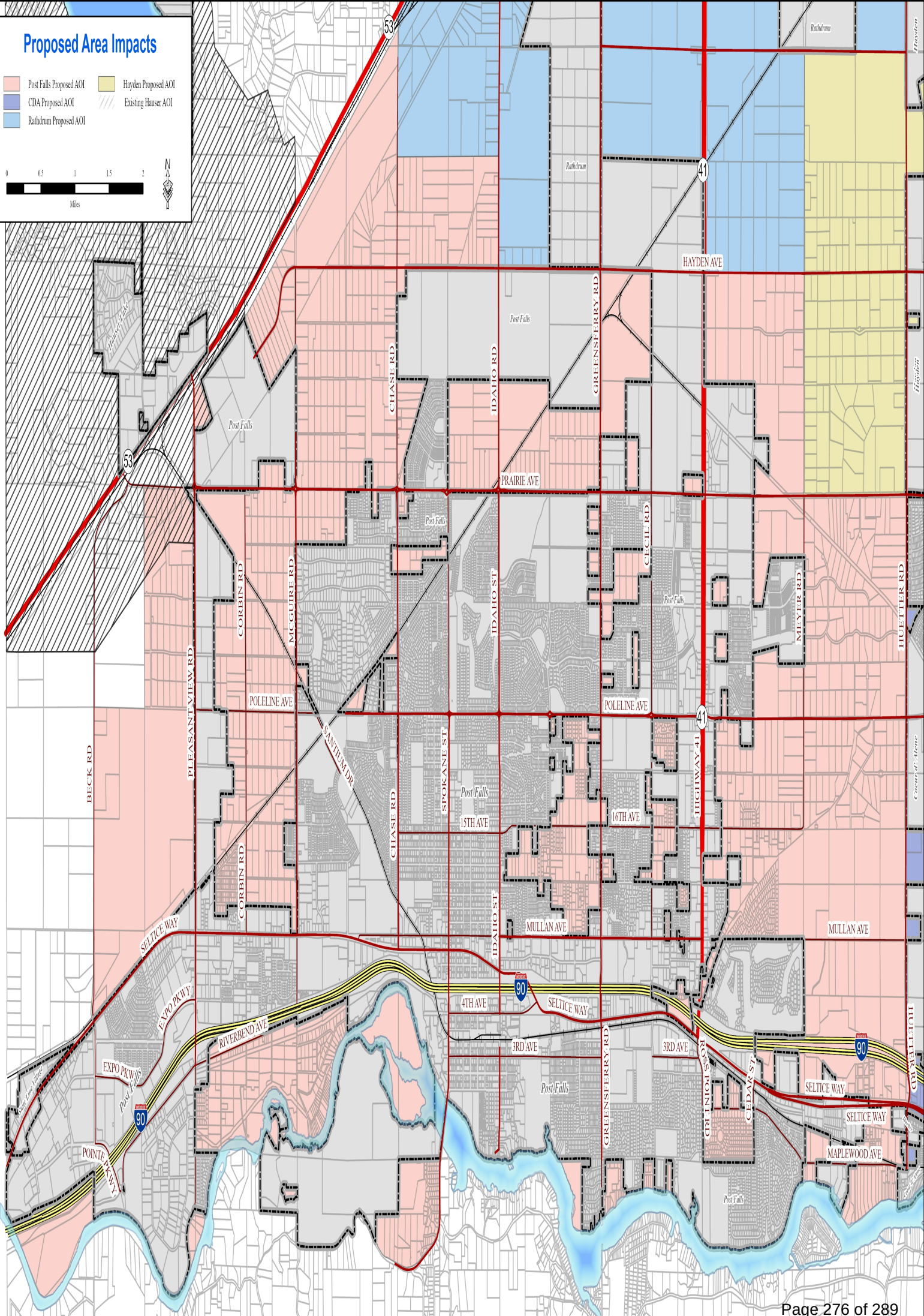
Current ACI Boundaries

- CDA
- Hauser
- Hayden
- Huetter
- Post Falls
- Post Falls/Huetter
- Rathdrum
- Shared tier



Proposed Area Impacts

- Post Falls Proposed AOI
- Hayden Proposed AOI
- CDA Proposed AOI
- Existing Hamser AOI
- Rathdrum Proposed AOI





Area of City Impact

April 1, 2025
Warren Wilson,
Deputy City Administrator

Area of ~~City~~ Impact Discussion

Discussion Roadmap:

- History
- Prior Area of City Impact Map
- Proposed Area of Impact Map
- Next Steps

Area of ~~City~~ Impact Discussion

History:

- Areas of City Impact (“ACI”) required by Local Land Use Planning Act
- Areas intended to identify areas outside city limits:
 - Potential annexation areas
 - Areas where geographic factors impact the city
 - Trade areas around city
- City and county negotiate land use rules for ACI

Area of ~~City~~ Impact Discussion

History:

- SB 1403 ('24) amended I.C. 67-6526 and completely changed focus
 - “Areas of Impact” now solely focused on annexation
- Must review boundaries every 5 years
- County sets boundaries and land use rules in Area of Impact
- City pays for hearing process at the county

Area of ~~City~~ Impact Discussion

Area of Impact Requirements:

- Create/adopt new Area of Impact before end of 2025
- Must consider:
 - Anticipated commercial/residential growth
 - Geographic factors
 - Transportation network/connectivity
 - Planned water/sewer expansions within five (5) years
 - Other public service district boundaries

Area of ~~City~~ Impact Discussion

Area of Impact Requirements:

- Boundary limited to:
 - Areas likely to be annexed within five (5) years
 - Areas within 2 miles of existing city limits
 - Unless very likely to annex in 5 years; or
 - 2-mile limit divides a parcel
- New boundary can't:
 - Divide a parcel
 - Overlap with another Impact Area

Area of ~~City~~ Impact Discussion

Current Area of City Impact:

- Jointly established with Hayden and Rathdrum in 2004
- Each city has an “exclusive” ACI area and a “shared” area
- Goal: coordinate growth based on ability to provide sewer to protect aquifer
- Annexation in “shared” area required discussion with the other cities
- Development in ACI area must meet city standards

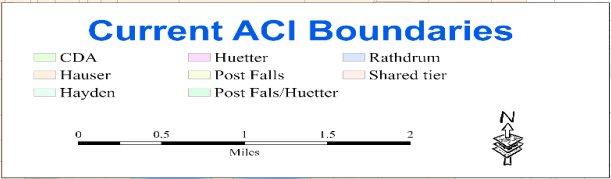
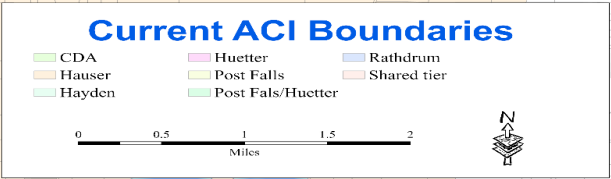
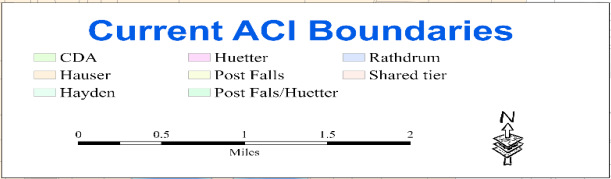
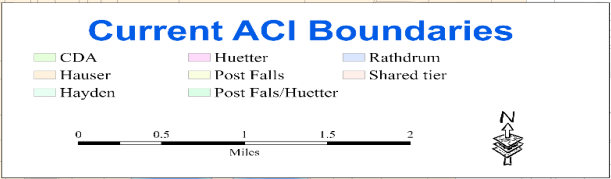
Current ACI Boundaries

Legend:

- CDA
- Hauser
- Hayden
- Huettner
- Post Falls
- Post Falls/Huettner
- Rathdrum
- Shared tier

Scale: 0, 0.5, 1, 1.5, 2 Miles

North Arrow



Area of ~~City~~ Impact Discussion

Began meeting with other cities in fall to adjust boundaries:

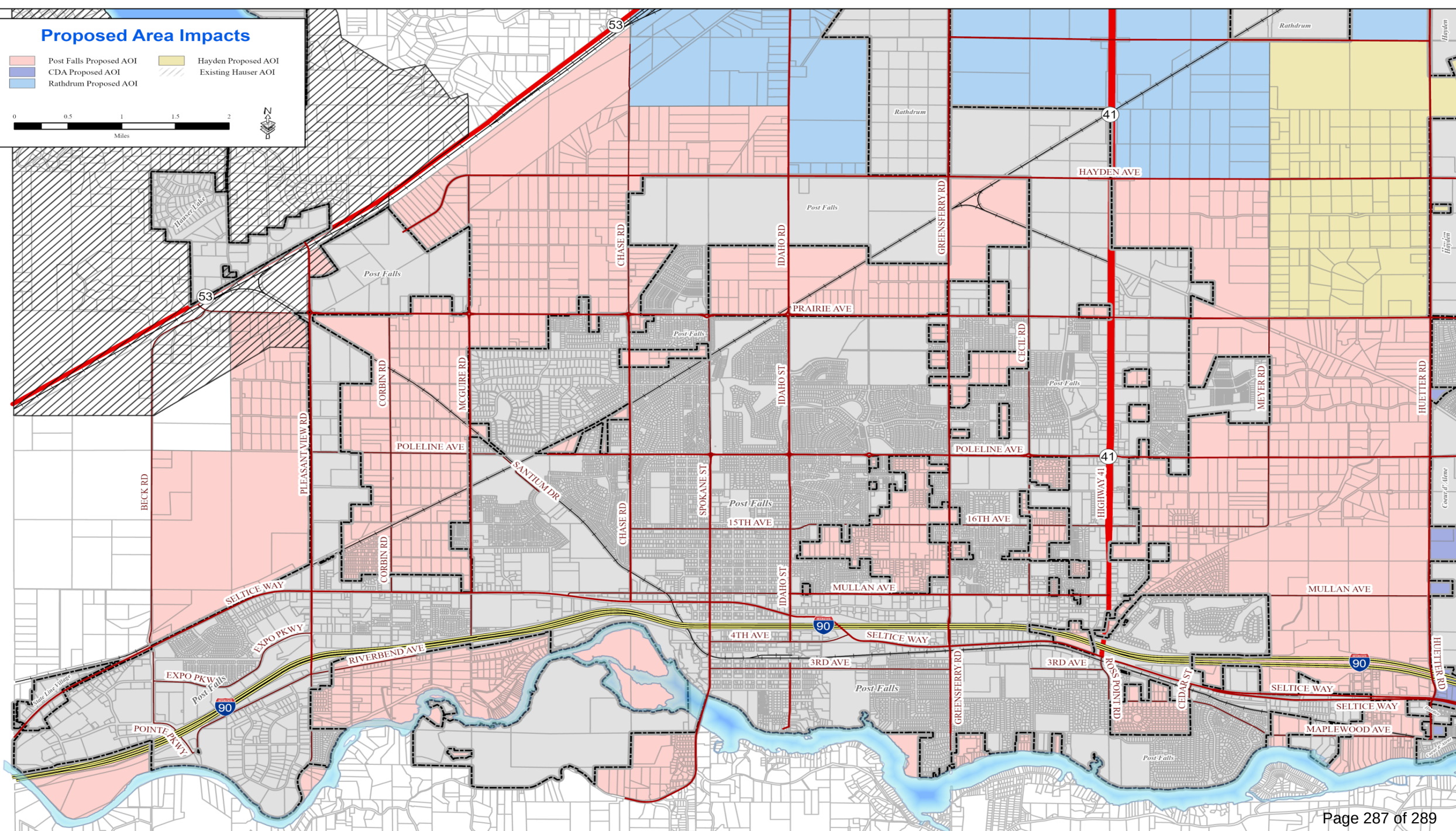
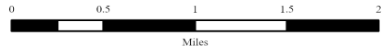
- Undue “shared tier” and any other overlapping areas
- Follow roads if possible
- Follow school district boundaries where possible
- Don’t split parcels
- Don’t split ownership if possible
- Protect water and sewer master plans
- Shrink to meet “5-year” and “2-mile” criteria

Area of ~~City~~ Impact Discussion

- Met with Coeur d' Alene, Hauser, Hayden, and Rathdrum
- Unable to schedule meetings with Huetter and State Line
- Resolved most overlapping areas
 - May have overlap with Huetter
 - Still small overlap with Hauser
 - Provide sewer to industrial users – Hauser does not provide sewer

Proposed Area Impacts

- Post Falls Proposed AOI
- CDA Proposed AOI
- Rathdrum Proposed AOI
- Hayden Proposed AOI
- Existing Hauser AOI



Area of ~~City~~ Impact Discussion

Next Steps:

- Update map based on tonight's input
- Return map next council meeting for adoption of draft map proposal
- Forward map to Kootenai County and negotiate agreement
- Hearing before County Commissioners
 - Must resolve any continued overlaps
 - County wants to groups hearings to lower costs

QUESTIONS?

